



Regular City Council Meeting

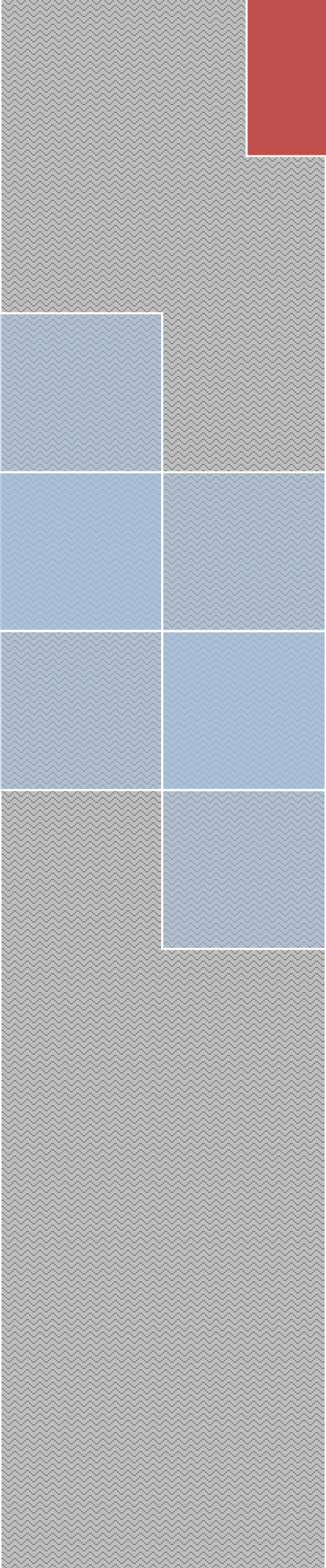
December 1, 2015

Council Chambers

7:00 PM

Agenda

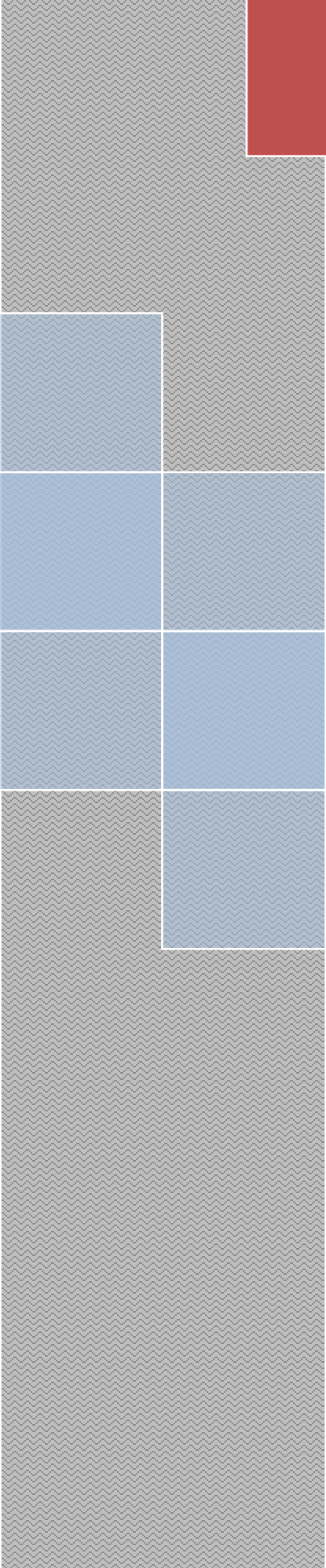
1. Call to Order
2. Presentation of the Colors – Spaulding High School AFJROTC - Color Guard
 - 2.1. Pledge of Allegiance
 - 2.2. **Proclamation:** Spaulding High School AFJROTC - Color Guard – New Hampshire State Champions
3. Opening Prayer
4. Roll Call
5. Acceptance of Minutes
 - 5.1. [November 4, 2015, Regular City Council Meeting](#)
6. Communications from the City Manager
 - 6.1. Employee of the Month Award P. 9
 - 6.2. City Manager's Report P. 7
7. Communications from the Mayor
 - 7.1. **Announcement:** East Rochester School Open House – December 2, 2015, at 6:00 PM P. 39
 - 7.2. **Announcement:** Rochester Christmas Tree Lighting - December 4, 2015 at 5:00 PM
 - 7.3. **Announcement:** Rochester Christmas Parade - December 6, 2015 at 3:00 PM
 - 7.4. **Recognition:** Rick Lundborn, REDC



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8. Presentations of Petitions and Council Correspondence
9. Nominations, Appointments, Resignations, and Elections
 - 9.1. **Elections:** Jewel Hebert, Ward 3, Supervisor of the Checklist P. 41
 - 9.2. **Resignation:** Tom Willis, Planning Board
10. Reports of Committees: P. 43
 - 10.1. Appointments Committee P. 45
 - 10.2. Community Development P. 47
 - 10.3. Finance Committee Meeting P. 49
 - 10.4. Public Safety Committee P. 53
 - 10.5. Public Works Committee P. 59
11. Old Business
12. Consent Calendar
 - 12.1. **AB 61** Resolution De-Authorizing City of Rochester Recreation and Arena Department Capital Improvement Project (CIP) Funding for the Vehicle and Equipment Replacement Program **First Reading, Second Reading, and Adoption** P. 67
 - 12.2. **AB 62** Resolution Pursuant to RSA 33:9 De-Authorizing A Portion of the Bond Authority From the So-Called Library Security System Streets Project in the Rochester Library Capital Improvement Project (CIP) Fund **First Reading, Second Reading, and Adoption** P. 73
13. New Business
 - 13.1. **AB 63** Street Acceptance: Rangeway Drive, Millers Farm Drive, and Winch Way – **First Reading refer to Public Works Committee** P.79



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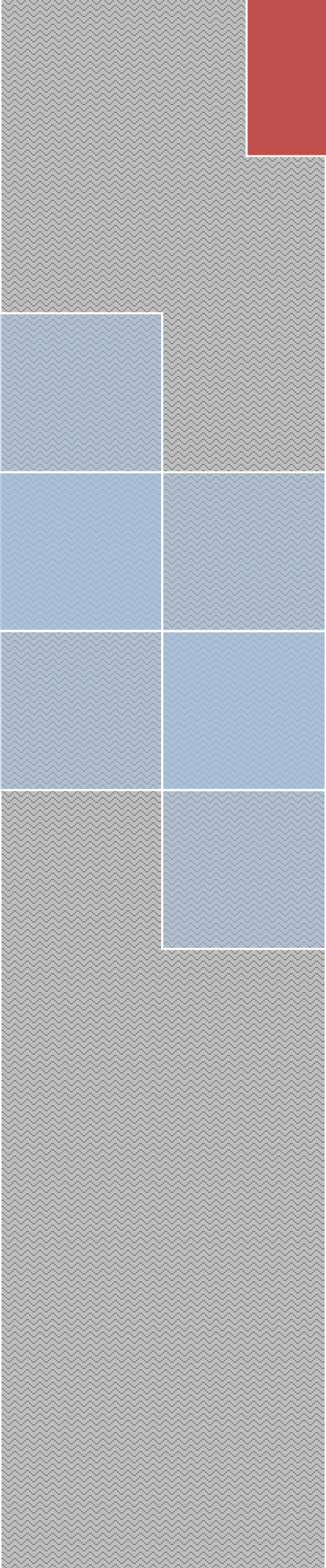
- 13.2. **AB 68** GIS Mapping of Water, Sewer, Stormwater & Highway Infrastructure –Transfer of Funds Within Existing CIP – **Motion to Direct the Finance Department to Set Up a Project Specific Account for the GIS Implementation, and to Make the Necessary Transfers from Current Capital Accounts as Outlined in the Agenda Bill P. 87**
- 13.3. **AB 60** Amendment to Chapter 21.4 Terms and Officers of Commission **First Reading and Adoption P.89**
- 13.4. **AB 64** Resolution Pursuant to RSA 34:1 Establishing a School Building Capital Reserve Fund **First Reading, Second Reading and Adoption P.93**
- 13.5. **AB 65** Amendment to Chapter 5.3 Election Official Salaries **First Reading, Second Reading, and Adoption P.101**
- 13.6. **AB 66** New Scholarship Funds for Rochester Trust Fund **Motion to Approve P.105**
- 13.7. **AB 67** Development Agreement Between the City and Waterstone Retail, Inc. **Motion to Authorize City Manager to Sign the Development Agreement P.119**

14. Non-Public Session

- 14.1. Non-Public Session, RSA 91-A:3,II (a) Personnel

15. Other

16. Adjournment



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City of Rochester, New Hampshire

OFFICE OF THE CITY MANAGER
31 Wakefield Street • Rochester, NH 03867
(603) 332-1167
www.RochesterNH.net

CITY MANAGER'S REPORT December 1, 2015

The Employee of the Month is: Jeff Wiggin, Buildings & Grounds **P. 9**

For your information, please see the enclosed Management Team Meeting minutes:

- October 26, 2015 **P. 10**
- November 2, 2015 **P. 11**
- November 9, 2015 **P. 17**

Contracts and documents executed since last month:

- Department of Public Works
 - Community Center – Men’s Locker Room – renovations agreement **P. 20**
 - DPW Facility Study – Phase I & II Environmental Assessments – 58 Pickering Road **P. 21**
 - Milton Road – EDA Project Time Extension request **P. 22**
 - Spring 2017 Household Hazardous Waste Day – grant application commitment letter **P. 23**
 - Pictometry authorization for consultant use – GIS mapping **P. 25**
 - Route 125 Pedestrian Bridge Replacement Project – agreement **P. 26**
- Economic & Community Development
 - Certificates of Consistency review – NH Bureau of Homeless and Housing Services **P. 27**
 - Community Development Block Grant (CDBG) Contract – Rochester Housing Authority (RHA) – accessibility improvements **P. 28**
- MIS Department
 - Interware Confidentiality Agreement – online tax and utility bill payment project **P. 29**

The following Computer Lease/Purchase and Tuition Reimbursement requests have been approved:

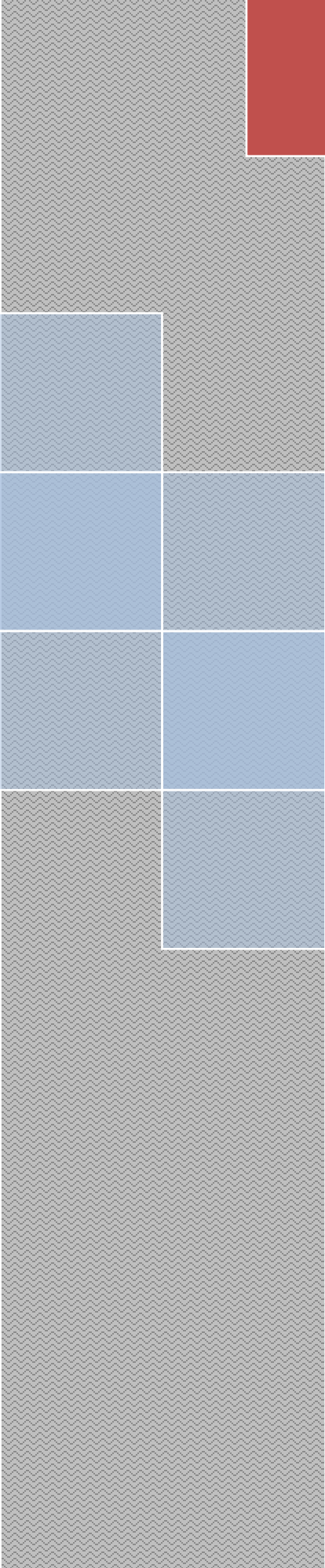
- Grenier, K – Buildings, Zoning & Licensing Services **P. 31**

The following additional information has been received:

- Metrocast – Local Origination programming change letter – Channel 12 **P. 32**
- Metrocast – Rate change letter **P. 33**

The following standard reports have been enclosed:

- City Council Request & Inquiry Report **P. 35**
- Permission & Permits Issued **P. 36**
- Personnel Action Report Summary **P. 37**



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November 10, 2015

I would like you to consider Jeff Wiggin for employee of the month. Jeff has worked for the Public Works Department since 2001. He has held various positions with the city. He has been the meter reader, worked at the water sewer billing office and worked at the Water Treatment Plant. He has worked in the school system. Currently Jeff is a custodian with the Buildings and Grounds Division. has a wonderful personality and is always willing to help out where needed. That is why I think tha deserves to be employee of the month. For the last several months he has been helping at the community center while they are short handed while still doing most of his regular work as well. t does this with stride and a smile on his face. This is just a few things that he does that makes him s out.

Co-worker of Jeff.



City of Rochester
OFFICE OF THE CITY MANAGER
MANAGEMENT TEAM
31 Wakefield Street • Rochester, NH 03867
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11/24/15

MANAGEMENT TEAM MEETING
October 26, 2015
9:00 A.M.

PRESENT:

Daniel Fitzpatrick, City Manager
Blaine Cox, Deputy City Manager
John Storer, Director of City Services
Brian Sylvester, Library Director
Chris Bowlen, Director of Recreation
Norm Sanborn, Fire Chief
Samantha Rodgers, Executive Assistant

Jim Campbell, Planning Director
Jim Grant, Director BZLS
Jenn Mutolo - Paralegal
Karen Pollard, Economic Develop Mgr.

EXCUSED:

Michael Allen, Police Chief

MINUTES

City Manager Fitzpatrick called the Management Team meeting to order at 9:04 A.M.

1. Management Team Minutes – October 19, 2015

Minutes were approved by general consensus.

2. City Council Inquiry Report

All items are now closed.

3. City Calendar for Week

Reviewed upcoming meetings and topics for the week.

4. Right to Know Requests

All requests are up to date.

5. Council Mailboxes

City Manager suggested this item be placed on the agenda for the November Public Works Committee meeting. It was suggested to include various mechanisms for accessing; such as a key or combination code.

6. Quit Smoking Incentive

Deputy City Manager Cox was waiting for information from HealthTrust about whether they offer any kind of incentive to quit program.

7. Other

City Manager Fitzpatrick

- Advised Director Storer to provide a response to a question from Deputy Mayor Varney in regards to the computers that were being removed and where they were

being sent to be disposed of. Would like to include the response for the 11/24/15
Council meeting packet.

Deputy City Manager Cox

- Advised that the Trick-or-Treat on the City was successful. Several City staff participated and dozens of children were given treats at the Revenue Building.
- Advised that the auditors are on-site for the next 2 weeks and that they may be requesting information from various departments.
- Advised that they are bringing back 2 finalists for the Accountant position for 2nd interviews.
- Advised that they have 3 interviews scheduled for the MIS position that was vacated by George Murray.

Chief Sanborn

- Advised that they provided mutual aid to the fatal house fire in Somersworth.
- Advised that they took part in taping the latest City Manager's Corner video. City Manager Fitzpatrick added that he is open to shooting videos at various locations as well.

Director Bowlen

- Advised that they had over 200 participants at the Halloween event on Saturday.
- Advised that the hut at the entrance of Squamanagonic was removed and he thanked Public Works for their help.
- Advised that disc golf at Sqamanagonic would be closed for the month of November, as the Police Department would be using the firing range.

Director Campbell

- Advised that they are still working with developers that are working on getting their projects started before winter.

Manager Pollard

- Advised of a new challenge that has presented itself because the CDBG was not able to fund the Small Business Development Center (SBDC) because they were no longer meeting the quota of assisting Rochester businesses. The SBDC has decided that they will no longer provide technical assistance to Rochester businesses. The department will be looking at finding a replacement to offer the financial/legal/technical assistance to businesses.
- Advised that the Business Start-Up Competition has received additional donations and that they are hoping to be able to offer an award package to the first and second place winners. They now have over 25 applicants. The event is open to the public on November 5th at the Frisbie Conference Center.

Director Sylvester

- Advised that one of the reference librarians will be attending the New England Library Association Conference this week.

- Advised that he is working on a presentation of statistics over the last 10 years. One item to note was that public computer use is up 33% over the last 10 years.

Paralegal-Executive Assistant Mutolo

- Advised Attorney O'Rourke is on vacation this week.
- Advised that there would be mediation on the Amazon Park case on Wednesday.
- Advised that the easement for Kodiak Court was agreed to and finalized on Friday.

Director Storer

- Advised that paving on Winter Street would begin this week.
- Advised that they would be shimming on Franklin Street.
- Advised that the Route 125 Bridge abutments would be demolished in the coming weeks and that they would need to coordinate a temporary road closure for the week of November 9th.
- Advised that they have been working on storm water mapping using existing GIS program and are setting up base mapping.
- Advised that he met with the Library Trustees and the Chamber and has been keeping them up to date on concerns.

Director Grant

- Advised that there would be a TRG meeting tomorrow. They will be discussing a couple of potential subdivision projects.
- Advised that his department would be attending the mediation on Wednesday for the Amazon Park case.
- Advised that he will be out on Thursday and Friday.

The Management Team meeting adjourned at 9:47 AM.

Respectfully submitted,

Samantha Rodgerson
Executive Assistant



MANAGEMENT TEAM MEETING
November 2, 2015
9:00 A.M.

PRESENT:

Daniel Fitzpatrick, City Manager
Blaine Cox, Deputy City Manager
John Storer, Director of City Services
Brian Sylvester, Library Director
Chris Bowlen, Director of Recreation
Samantha Rodgers, Executive Assistant

Seth Creighton, Chief Planner
Jim Grant, Director BZLS
Terence O'Rourke, City Attorney
Karen Pollard, Economic Development Mgr.
Michael Allen, Police Chief
Norm Sanborn, Fire Chief

MINUTES

City Manager Fitzpatrick called the Management Team meeting to order at 9:04 A.M.

1. Management Team Minutes – October 26, 2015

Minutes were approved by general consensus.

2. City Council Inquiry Report

All items are now closed.

3. City Calendar for Week

Reviewed upcoming meetings and topics for the week.

4. Right to Know Requests

All requests are up to date.

5. Quit Smoking Incentive

Deputy City Manager Cox received information that Health Trust provides an incentive program for employees who wish to quit smoking. The City policy that was currently in force will now be made inactive. A memo will be sent to employees advising them of this and making them aware of the HealthTrust incentive program.

6. Other

Chief Allen

- Advised that they responded to an accidental discharge of a firearm over the weekend.
- Advised that they responded to an overdose of a 27 year-old male who they revived with Narcan.
- Advised that they would be monitoring polling locations on Tuesday.

- Advised that notification about voluntary MtBE testing was put on the website.
- Advised that he would be sending a letter to EPA regarding the MS4 Stormwater Management Program.
- Advised that he met with PD, Fire and School to coordinate the necessary closure of Route 125, which will be on Saturday, November 14.
- Advised that when doing the walkthrough with the State Preservation representative, a couple was found to be squatting in the annex.
- Advised that they would continue to work on securing a grant through LCHIP (Land and Community Heritage Investment Program) even though the initial deadline has passed.
- Advised that work would start today in Council Chambers to replace the support beam.
- Advised that they are hoping for landowner cooperation for access to repair the pipe at the Rochester Reservoir.
- Advised that work would begin this week at the Rochester Community Center on the floor refinishing.

Director Grant

- Advised that they took in \$17 million for building permits for the month. He further stated that there were many projects that factored in, not just the Granite Ridge project.
- Advised that he would be attending a GIS mapping meeting on Friday.

Chief Sanborn

- Advised that they provided mutual aid to a house fire in Lebanon.
- Advised that they responded to a gas leak in the area of Glen Street.
- Advised that they responded to a house fire at 1 ½ Chestnut Street on Friday. This left 5 residents displaced.
- Advised that they received the letter from FEMA that we would received \$140,660+ for the January 2015 snowstorm. He commended Lisa Clark for all of her hard work in getting the information together.

City Manager Fitzpatrick

- Advised that he added to the Fitz pen program and will now be issuing a citation in conjunction with the pen and recognize employees at the Workshop meeting.

Manager Pollard

- Advised that they have a revised JOB Loan package that will be going back to the committee to review.
- Advised that the 3rd Annual Business Start-Up Competition would be taking place on Thursday beginning at 5pm at Frisbie's Conference Center. They have narrowed it down to 5 finalists from the nearly 30 applicants.
- Advised that installation for the revised sign for Ten Rod Road would begin this week.
- Advised that work is progressing quickly at Granite Ridge with multiple crews working 7 days a week.
- Advised that Small Business Saturday was coming up this month and reminded everyone to shop local.

- Advised that there was a Planning Board meeting tonight.
- Advised that there are some new projects gearing up to start, such as the Eastern Training Facility and H&M Machine at Airport Drive and the building at 105 Farmington Road.
- Advised that several projects are also wrapping up, such as Cumberland Farms on Milton Road and the Surgical Center on Route 108 is completing some outstanding items.
- Advised that the Conservation Commission met last week and are hopeful that they will have a land conservation project that will keep Phase II of Granite Ridge mitigation money in Rochester.

Director Bowlen

- Advised that ice sales have improved from previous years.
- Advised that November's Teen Night will be canceled because of the work being done on the Community Center gym floor.

Director Sylvester

- Advised that the library would be closed to the public on Friday as they will have a staff training day.
- Advised that a technician from Envisionware would be coming to work on the gates.
- Advised that the library was featured in a nice article in the recent edition of the Library Trustee publication. Copies were placed in each Councilors mailbox.

Deputy City Manager Cox

- Advised that they would be having an interview with the 3rd candidate for the MIS Tech position this week.
- Advised that the new Staff Accountant would be starting on November 16th, Ann Arsenault.
- Advised that Shirley McCrillis would be retiring next month.
- Advised that the audit is going well.
- Advised that they were currently working on the tax rate setting process. Informed the committee that it is a new online process that is geared more for small towns and that it may be challenging for the City to complete in the format they are using.
- Advised that they are working on the codification process.
- Advised that the Electronic Time and Attendance Workgroup is progressing.

City Attorney O'Rourke

- Advised that the Milton Road easement should be finalized.

City Manager Fitzpatrick reminded the committee that in the past new Councilors were offered to tour and meet each department to understand how they work and what they do. His office would be offering this out to the newly elected officials as well as for any other Councilor that may wish to attend. His department would set this up and coordinate with each department head.

The Management Team meeting adjourned at 9:52 AM.

Respectfully submitted, 11/24/15

Samantha Rodgers
Executive Assistant



City of Rochester
OFFICE OF THE CITY MANAGER
MANAGEMENT TEAM
31 Wakefield Street • Rochester, NH 03867
(603) 332-1167
www.RochesterNH.net

11/24/15

MANAGEMENT TEAM MEETING
November 9, 2015
9:00 A.M.

PRESENT:

Daniel Fitzpatrick, City Manager
Blaine Cox, Deputy City Manager
John Storer, Director of City Services
Brian Sylvester, Library Director
Chris Bowlen, Director of Recreation
Samantha Rodgers, Executive Assistant

Michelle Mears, Planner
Jim Grant, Director BZLS
Terence O'Rourke, City Attorney
Karen Pollard, Economic Develop Mgr.
Michael Allen, Police Chief
Norm Sanborn, Fire Chief

MINUTES

City Manager Fitzpatrick called the Management Team meeting to order at 9:04 A.M.

1. Management Team Minutes – November 2, 2015

Minutes were approved by general consensus.

2. City Council Inquiry Report

Item #3 was available at the last Council meeting. Item is closed. Item #4 and #5 are on the Finance Committee agenda. Both items are now closed.

3. City Calendar for Week

Reviewed upcoming meetings and topics for the week.

4. Right to Know Requests

Working on the recent request received from a news agency for several Police records/reports.

5. Fiddlehead Lane - email

Director Grant stated that his office went out on Thursday and followed up again on Friday. They would continue to monitor the situation.

6. Other

Director Grant

- Advised that his office would be attending a preconstruction meeting for H & M Machine. The business is hoping to get the framing up prior to winter snow.
- Advised that his office would attend a minor site for Milton Road Hannaford.
- Advised that his hope is to have reports completed on Tuesday.

Planner Mears

- Advised that Cumberland Farms came in for their CO last week.
- Advised that the office would be attending a minor site for the Milton Road Hannaford for grocery pick-up.

- Advised that Owen was working on surety updates for the next Planning Board meeting.
- Advised that her office attended the meeting to discuss GIS and mapping.
- Advised that they will attend the bi-weekly meeting for the Granite Ridge project on Thursday.
- Advised that Seth is attending environmental training for the next 2 days.
- Advised that she and Julian Long will be meeting with the NH Preservation Alliance to look into private fundraising for the annex.

Director Bowlen

- Advised that the Council had discussed and approved combining the Arena and Recreation Commissions into one commission. His office would get new Statements of Interest from each member and send over to the City Clerk's office.

Chief Sanborn

- Advised that they provided mutual aid to Strafford for a brush fire.
- Advised that the rescue truck came back and that it has been sent out to the next company to mount the body back on.
- Advised that they will be busy over the next month providing annual inspections for all of the schools, which need to be completed by December 15th.

Chief Allen

- Advised that Officer Miehle was working on a program with Art Esprit to cover up graffiti.
- Advised that they responded to an overdose in the restroom of Buffalo Wild Wings over the weekend. The victim was revived with Narcan.
- Advised that a cruiser was hit nearly head on, on Friday. The initial pursuit led to a brief foot chase, whereby the suspect was caught.
- Advised that he is working on the 2nd Hand Dealer Ordinance and making modifications to it.

Manager Pollard

- Advised that they had the 3rd Annual Business Start-Up Competition on Thursday. The prize of \$10,000 cash and \$30,000 of services went to Pick Up Patrol.
- Advised that there gained several new business leads from the contestants and are already working with some to hopefully locate in Rochester.
- Advised that many new leads have been coming in.

Attorney O'Rourke

- Advised that the Compliance Task Force has been working together and would be issuing a letter today to Baxter Lake Campground owners.
- Provided an update on the Amazon Campground case.
- Provided an update on the Blaisdell case.
- Advised that they currently have two abatements in court. One is residential, one is commercial.

Director Storer

- Advised that he would be meeting with the School Department to discuss school parking lot plowing and snow removal.
- Advised that he met with the annex architect and discussed space layout, asked that the departments to be located there review their layout needs.

- Advised that a portion of Route 125 would be closed on Saturday for bridge removal. The new bridge is being fabricated and may be set sometime in January.
- Advised that Buildings & Grounds is working on the new accountant space downstairs.
- Advised that a portion of the backflow letters were sent out last week, with more being sent today.
- Advised that SUR will be out in the watershed area repairing the transmission lines.
- Advised that they are working on drainage concerns on Lowell Street.
- Advised that he would be attending a cultural resources meeting on Strafford Square.
- Advised that he would be attending the Southeast Watershed Alliance meeting on Wednesday.

Deputy City Manager Cox

- Advised that the auditors completed the on-site review last week.
- Advised that they are working on getting the MS5 filed and tax rate setting.
- Advised that the renovations would be started for Ann Arsenault, the new accountant.

Director Sylvester

- Advised that they have received some copyright infringement notices from Metrocast and will contact them to remind them that the computers are used by the public.
- Advised that they had a fire drill last week and will work on correcting some items that came up during it.
- Advised that the vendor for the security system would be looking at the security gates this week.

The Management Team meeting adjourned at 9:45 AM.

Respectfully submitted,

Samantha Rodgerson
Executive Assistant



City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867

(603) 332-4096

Fax (603) 335-4352

www.rochesternh.net

11/24/15

CITY OF
Received

OCT 28 2015

City Manager
ROCHESTER

INTEROFFICE MEMORANDUM

TO: Dan Fitzpatrick, City Manager
FROM: Lisa J. Clark, Office Manager DPW *LJC*
DATE: October ²⁷22, 2015
SUBJECT: Community Center – Men's Locker room
Knights Construction Agreement

Attached for your approval and signature is the agreement with Larry Knight of Knights Construction Company for the renovations at the Community Center Men's Locker room. The total for the project is \$55,800. The funds are available as appropriated as part of the FY2016 Budget as follows.

CIP Project Account# 15011090-772000-16550 = \$50,000
O&M Account # 6070572-543000 \$5,800 (to cover budget shortfall).

The Finance Directors approval of above funding and the purchase order are also attached for reference.

If you have any questions please let me know, if not, please sign and return to the DPW for distribution.



City of Rochester Dept of Public Works

45 Old Dover Road
Rochester, NH 03867
Phone: (603) 332-4096
Fax: (603) 335-4352

CITY OF
Received

NOV 9 2015

City Manager
ROCHESTER

Memo

To: Dan Fitzpatrick, City Manager
From: John B. Storer, P.E. Director of City Services
CC: Mike Bezanson, City Engineer
Date: November 9, 2015
Re: DPW Facility Study – Phase I & II Environmental Assessments –
58 Pickering Road

The Department of Public Works requests authorization to proceed with the attached Amendment No. 3, from Weston & Sampson Engineers, for additional work on the Public Works Facilities Study. The amendment is for \$32,780 and will include further analysis of phasing options at the existing DPW site at 45 Old Dover Road. Additionally, and perhaps most critically, it will also include inspection by a structural engineer and master electrician to investigate ongoing safety concerns and possible code violations.

Weston & Sampson discounted the existing DPW site because of lot size. They recommended a minimum lot size of 7 acres. The existing site is 5.3 acres, but it is abutted by 2 other City-owned parcels that total in excess of 9 acres. If those could be combined it provides double (14 acres) what the consultants recommended.

The Facilities Study highlighted there is a high cost impact in relocating to a new off-site location. The cost estimates included \$3 million for site development (new site) and \$3.6 million for soft costs and contingencies. Although our current footprint is very tight and limited, we have adequate existing facilities such as fuel system, salt storage, salt spreader storage, etc. Our main problems are related to lack of heated vehicle storage, wash bay and maintenance area. A phased expansion of the existing site may ultimately prove to be the most cost-effective option.

This work was discussed at the Public Works & Buildings Committee meeting of August 20, 2015. Money is available in the CIP to cover this work. An amount of \$75,000 was budgeted in 2016 (Project #16526) for additional analysis of the DPW Facility Study.

11/24/15



City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT

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CITY OF
Received
NOV 9 2015
City Manager
ROCHESTER

INTEROFFICE MEMORANDUM

TO: Daniel Fitzpatrick, City Manager
FROM: Michael S. Bezanson, PE, City Engineer *M/S*
DATE: November 6, 2015
SUBJECT: Request for Time Extension
Milton Rd./Salmon Falls Rd. Water & Sewer Project
EDA Award No.: 01-01-14253
CC: John Storer, PE, Director of City Services

Enclosed, please find a letter requesting a time extension from the EDA regarding the grant agreement that we have entered into for the Milton Road/ Salmon Falls Road Water and Sewer Infrastructure Project. The project remains on schedule to be physically and financially completed prior to September 30, 2018, as stipulated in the conditions of grant award; however, certain milestone dates (Start of Construction and Construction Completion) require an extension of time.

Please sign the Request for Time Extension, and return the letter to me for processing.

Please call me with any questions. Thank you.



City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT

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CITY OF
Received

NOV 20 2015

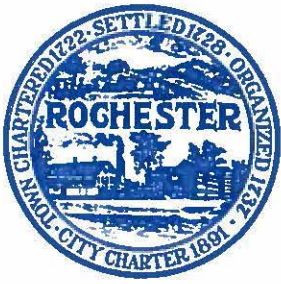
City Manager
ROCHESTER

INTEROFFICE MEMORANDUM

TO: Dan Fitzpatrick, City Manager
FROM: Lisa J. Clark, DPW Office Manager 
DATE: November 19, 2015
SUBJECT: Spring 2017, Household Hazardous Waste Event
Grant Application – Commitment Letter
CC: John B. Storer, PE, Director of City Services

Enclosed please find the City of Rochester Commitment Letter required for the Household Hazardous Waste Grant Application. NHDES requires all FY2017 applications be received in their office prior to February 1, 2016. We will submit the application for your signature next month.

If you have any questions please let me know, if not, please sign and return to the DPW.



City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867
(603) 332-4096 Fax (603) 335-4352

11/24/15

November 18, 2015

Mr. Daniel Fitzpatrick, City Manager
Rochester City Hall
31 Wakefield Street
Rochester, NH 03867

Dear Mr. Fitzpatrick,

The City of Rochester is hosting a Spring Household Hazardous Waste Day Collection in 2017. The grant application is due in at the NHDES prior to February 1, 2016 for the Spring 2017 event. It is our hope that you join us again this year and we will need you to return the attached letter of commitment signed "Letter of Commitment". The Letter of Commitment is enclosed for your convenience. Kindly complete and forward it to Rochester DPW as soon as possible, but no later than January 8, 2016. The City of Rochester is aware that this commitment will be contingent on funding in each municipalities annual budgeting process.

Thank you again for your cooperation and if you have any questions, please feel free to contact Lisa Clark at the Department of Public Works at 332-4096.

Sincerely,

John B. Storer, P.E.
Director of City Services
City of Rochester, NH

Enclosures:
Letter of Commitment



City of Rochester, New Hampshire

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(603) 332-4096

Fax (603) 335-4352

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INTEROFFICE MEMORANDUM

TO: Dan Fitzpatrick, City Manager
FROM: John B. Storer, Director City Services
DATE: November 5, 2015
SUBJECT: Pictometry Authorization for Consultant

CITY OF
 Received
 NOV 5 2015
 City Manager
 ROCHESTER

Enclosed please find one (1) copy of the agreement between the City of Rochester and Pictometry to authorize Wright-Pierce Engineers access and use of the City's Pictometry information and data. Wright-Pierce is the City's Consultant that will be developing GIS maps for the City's storm water, sewer and water systems. They will in the field locating the City's assets and will prepare infrastructure maps to be overlaid on the City base mapping, which will include aerial photography from Pictometry and the parcel base maps used by the City Assessing Department.

If you have any questions please let me know, if not, please sign return to the DPW for distribution.

Signature _____



City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867

(603) 332-4096

Fax (603) 335-4352

www.rochesternh.net

11/24/15

CITY OF
Received
OCT 30 2015
City Manager
ROCHESTER

INTEROFFICE MEMORANDUM

TO: Dan Fitzpatrick, City Manager
FROM: Lisa J. Clark, Office Manager DPW *LJC*
DATE: October 29, 2015
SUBJECT: E.D. Swett, Inc
Rt 125 Pedestrian Bridge Replacement Project

Attached for your approval and signature is (3) Copies of the agreement with ED Swett, Inc for the replacement of the Rt125 Pedestrian Bridge. The total for this bridge contract is \$194,450. The supplemental appropriation for this project is completed and the funds are available in the account listed below.

CIP Project Account# 15011090-771000-16557

The Finance Directors approval the contractor is attached as is the previously completed purchase order that was done to facilitate the ordering of the structure. .

If you have any questions please let me know, if not, please sign and return to the DPW for distribution.

Date: November 6, 2015
To: Dan Fitzpatrick
City Manager
From: Julian Long
Community Development Coordinator/Grants Manager

CITY OF
Received
NOV 6 2015
City Manager
ROCHESTER

Re: Bureau of Homeless and Housing Services Certifications of Consistency with the Consolidated Plan

I have been asked to review N.H. Bureau of Homeless and Housing Services' certifications of consistency and proposed grant projects to verify that they are consistent with the City of Rochester's FY 2015-2020 Consolidated Plan. The projects provide housing and housing-related services to homeless populations within the City of Rochester and elsewhere, focusing on housing for chronically homeless and mentally ill populations.

All of these services are consistent with the goals and activities outlined in the Consolidated Plan. In particular, services and housing for homeless populations, especially chronically homeless and mentally ill populations, are priority needs identified in the Consolidated Plan.

Please sign the attached certifications of consistency with the Consolidated Plan and return to Martha Young or, alternately, to Julian Long. Please contact Julian with any questions or concerns.

Date: October 27, 2015

To: Dan Fitzpatrick
City Manager

From: Julian Long
Community Development Coordinator/Grants Manager

CITY OF
Received
OCT 27 2015
City Manager
ROCHESTER

Re: Rochester Housing Authority CDBG Grant Contract

Please see attached the signed Community Development Block Grant (CDBG) contract between the City of Rochester and the Rochester Housing Authority. The City Council approved funding for the CDBG accessibility improvements micro-grants program at the May 5, 2015 City Council meeting, and the Community Development Committee approved the Rochester Housing Authority's accessibility improvements application at the July 23, 2015 Community Development Committee meeting.

The contract requires the signature of the City Manager and the signature of a witness. The contract has been reviewed and approved by the Community Development Coordinator and the City Attorney.

Thank you very much. Please contact Julian with any questions or concerns.



11/24/15

CITY OF ROCHESTER, NH
INFORMATION SYSTEMS
31 Wakefield Street
ROCHESTER, NEW HAMPSHIRE 03867-1916
(603) 335-7517

CITY OF
Received
NOV 9 2015
City Manager
ROCHESTER

To: Dan Fitzpatrick
From: Dennis Schafer
Date: November 5, 2015

RE: Confidentiality Agreement with Interware

The City has used Interware Development Co., Inc. for many years as the vendor for auto registrations. This relationship goes back to the 1990's when the company was Atlantic Turnkey. Interware / EB2GOV is how people can do online auto registrations and they were selected for the implementation of accepting credit cards.

The latest project they are doing for the City is for online payment of tax and utility bills. For this process the data contained in our Munis system is used. The entire database was needed for the setup and the question was raised if there was a confidentiality agreement in place with Interware. It was discovered that this had not been done even though the relationship had been ongoing for years.

Attorney Wensley had drafted a document that was used for the Welfare program upgrade and that format has been followed for this agreement. The data being used for this online bill payment project may not be considered sensitive but some data that needed to be included in the Munis system export is.

There was a need for data to be taken off-site for the design and testing. There will also be an automated routine used so Interware can connect to the tax and utility billing information in Munis. When this is done, only the tax and utility billing information will be accessed.

This document was also reviewed and approved by City Attorney Terence O'Rourke before it was sent to Interware. I recommend you sign this so it is completely enacted.

If I can be of any more assistance, please let me know.

Blair Cox 11/9/15

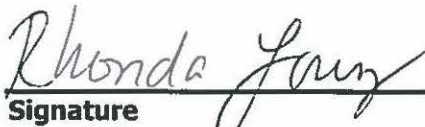
Rochester Police Department

Interoffice Memo

To: Daniel W. Fitzpatrick, City Manager
From: Rhonda Young, Account Clerk II
Date: November 13, 2015
Subject: Signature needed on overtime grant paperwork.

CITY OF
RECEIVED
NOV 13 2015
CITY Manager
ROCHESTER

Please sign all attached paperwork as indicated with the tabs. These forms are needed in order to receive reimbursement for tactical training held August 24 – 28, 2015 under a Homeland Security Grant held by the State of NH Department of Safety. The amount is indicated in the attached reimbursement request letter.



Signature
Rhonda Young
Account Clerk II

11/24/15

CITY OF
Received

NOV 2 2015

City Manager
ROCHESTER

FORM A

(To be completed by the employee and returned to the City Manager)

TO: DAN FITZPATRICK, CITY MANAGER

FROM:

Karen L Grenier, BZLS, Sec II
(name, department & title)SUBJECT: REQUEST TO PARTICIPATE IN EMPLOYEE COMPUTER
LEASE/PURCHASE PROGRAM

I have read and understand the terms and conditions of the "Employee Computer Lease/Purchase Agreement" and I wish to be considered for participation in the plan. I request the City reimburse me after I have made the purchase and submitted an itemized vendor's receipt. I understand that this request must be approved by the City and that I must complete a lease purchase agreement before I purchase the equipment. I understand that my request will be evaluated based upon my application to purchase equipment meeting or exceeding minimum recommended specifications system requirements which are subject to change based on the latest hardware technologies. I understand that only brand name, new equipment which must include an industry standard manufacturer's warranty will be considered for this program.

Attached is a quote which describes the equipment intended to be acquired through this program.

The estimated cost of the equipment to be acquired: \$ 734.75 (not to exceed \$2,000)Please provide a brief narrative explaining how participation in this program may enhance your computer literacy skills and assist you in your work activities with the City of Rochester.

Currently my computer was purchased in 2009.
It is running Windows XP. There is no
support for it. A Tablet, IPAD would be
better options for me and I will become current
with today's needs. To include a wireless printer
as well.

I have ☒ have not ☐ (check one) previously purchased equipment under this program.11-11-15
Date

NOV 02 2015

Date

Karen L Grenier
Employee SignatureDan Fitzpatrick

City Manager or designee

11-1-15
DateJim Grant
Director

city mgr
Report
XC: Terence 01/02

MetroCast

11/24/15

November 19, 2015

City of Rochester
Honorable Mayor T. J. Jean
31 Wakefield Street
Rochester, NH 03867

Dear Mayor Jean:

As you know, viewers today have many different options to view, create and share programming of interest to local communities, including YouTube, social media sites, and other online venues. At the same time, interest in platforms such as Local Origination (LO) has significantly decreased.

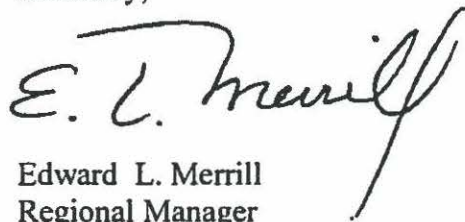
These developments, coupled with recent staffing changes, have prompted us to evaluate the existing Local Origination model. After careful consideration, we have decided to cease our local origination programming and studio operations effective March 1, 2016.

MetroCast will now use Channel 12 as a Community Bulletin Board channel, which will be used to post Public Service Announcements (PSAs) from local non-profit agencies and groups, as well as information for MetroCast customers.

We have updated our website (<https://www.metrocast.com/channel12>) with information on how you and members of the communities we serve in New Hampshire and Maine may submit content for the Community Bulletin Board channel.

If you have any questions, please do not hesitate to contact me at 603.527.3634.

Sincerely,



Edward L. Merrill
Regional Manager

cc: Daniel Fitzpatrick, City Manager
Peter LaChapelle, Chairman, Rochester Government Channel Committee
Celeste Plain, Coordinator, Rochester Government Channel Committee

9 Apple Road
Belmont, NH 03220

21 Jarvis Avenue
Rochester, NH 03868

102 Pleasant Street
Springvale, ME 04083



CITY OF
Received
OCT 29 2015
City Manager
ROCHESTER

Daniel Fitzpatrick
City Manager
City of Rochester
31 Wakefield Street
Rochester, NH 03867

October 2015

Dear Mr. Fitzpatrick,

Please find attached a copy of a notice that will be included in MetroCast customers' statements in the weeks ahead informing them of rate changes that will go into effect in January 2016.

As you may know, television networks each year impose substantial increases in the license fees they charge MetroCast and other video providers for the right to distribute their channels. Local broadcast stations also have demanded much higher "Retransmission Consent" fees for MetroCast and other video providers to be able to retransmit their signals. As these costs are growing well beyond the rate of inflation, MetroCast will increase certain rates effective with the first billing statement customers receive in January 2016 (see enclosed notice).

We are grateful for the opportunity to serve MetroCast customers under our franchise agreement and look forward to continuing to provide residents here with the very best in video, high speed Internet and digital phone service in the coming year. If you have any questions concerning this letter, or the upcoming change to customer billing statements, please do not hesitate to contact me at 603.527.3634.

Sincerely,

A handwritten signature in black ink, appearing to read "E. L. Merrill".

Edward L. Merrill
Regional Manager

Television networks each year impose substantial increases in the license fees they charge MetroCast for the right to distribute their channels. Local broadcast stations also have demanded much higher "Retransmission Consent" fees for MetroCast to be able to retransmit their signals. Due to the dramatic escalation in these programming costs, which are growing well beyond the rate of inflation, MetroCast must increase certain rates effective with the first billing statement you receive in January 2016 (see below). Should you have any questions regarding this notice or our services, please call us at 1-800-952-1001 or visit www.MetroCast.com.

MetroCast - New Hampshire & Maine Residential Rate Information as of January 1, 2016

VIDEO SERVICES			Current Monthly Price	New Monthly Price
Basic ¹			\$35.95	No Change
Expanded Basic ¹			\$44.00	\$48.00
Basic & Expanded Basic Package ¹			\$79.95	\$83.95
Broadcast TV Fee ²			\$4.92	\$7.38
Digital Basic ²			\$13.95	\$14.95
Digital Plus ³			\$7.95	No Change
HD Ultra ⁴			\$9.95	No Change
Showtime Unlimited ²			\$16.95	\$17.95
HBO Multiplex ⁵			\$19.95	\$20.95
Cinemax Multiplex ⁵			\$10.95	No Change
Starz/Encore SuperPak ⁶			\$16.95	\$17.95
DIGITAL EQUIPMENT				
Digital Converter			\$8.95	No Change
Digital Terminal Adapter (DTA), First 2 no charge, then \$1.95 each			No Change	No Change
HD Digital Terminal Adapter (HD DTA)			\$3.95	\$1.95
CableCARD, First 2 no charge, then \$1.95 each			No Change	No Change
HD Converter ⁴			\$9.95	No Change
HD/DVR Converter ⁴			\$16.95	No Change
Multi-Room DVR (mDVR) Storage Device ⁷			\$9.95	No Change
Multi-Room DVR (mDVR) HD Converter ^{4,8}			\$9.95	No Change
INTERNET SERVICES ⁷				
High Speed Ultra			\$71.95	\$73.95
High Speed Turbo			\$52.95	\$54.95
High Speed Express			\$41.95	\$43.95
Internet Access			\$29.95	\$31.95
Cable Modem			\$6.00	\$7.00
Wireless Cable Modem			\$7.00	No Change
DIGITAL PHONE SERVICE ⁸				
Digital Phone			\$44.95	No Change
eMTA Phone Modem			\$7.00	\$8.00
Wireless eMTA Phone Modem			\$8.00	No Change
Additional Phone Line			\$12.95	No Change
Additional Voicemail (2-4 accounts)			\$4.95	No Change
Operator Assistance (411)			\$1.00 per use	No Change
Directory Assistance			\$1.50 per use	No Change
Directory Listing			FREE	No Change
Non-Published Listing & Non-Listed Rate			\$5.00	No Change
VIDEO-INTERNET-DIGITAL PHONE (VIP) PACKAGES ^{9*}				
VIP Ultra Plus			\$180.90	\$185.90
Basic, Expanded Basic, Digital Basic, Digital Plus, High Speed Ultra & Digital Phone				
VIP Ultra			\$172.95	\$177.95
Basic, Expanded Basic, Digital Basic, High Speed Ultra & Digital Phone				
VIP Advantage			NA	\$164.95
Basic, Expanded Basic, High Speed Ultra & Digital Phone				
VIP Plus			\$157.90	\$162.90
Basic, Expanded Basic, Digital Basic, Digital Plus, High Speed Turbo & Digital Phone				
VIP Digital			\$149.95	\$154.95
Basic, Expanded Basic, Digital Basic, High Speed Turbo & Digital Phone				
VIP Basic			\$139.95	\$144.95
Basic, Expanded Basic, High Speed Turbo & Digital Phone				
VIP Starter ¹⁰			\$129.95	\$134.95
Basic, Expanded Basic, High Speed Express & Digital Phone				
VIP Essentials ¹⁰			\$109.95	\$114.95
Basic, High Speed Turbo & Digital Phone				
			Current Monthly Price	New Monthly Price
Service Assurance Plan			\$3.95	No Change
INSTALLATION & ONE-TIME CHARGES				
Standard VIP Installation (3 products - Video, Internet, Phone)			\$99.95	No Change
Standard Video Installation (up to 2 outlets)			\$49.95	No Change
Two Product Installation			\$99.95	No Change
Additional Video Outlet per outlet (over 2 outlets) - same trip			\$20.00	No Change
Additional Video Outlet (up to 2 outlets) - separate trip			\$49.95	No Change
Reconnection of Services			\$40.00	No Change
Multi-Room DVR (mDVR) Installation			\$99.95	No Change
Remote Control Purchase			\$10.00	No Change
Standard Wired or Wireless Internet Installation			\$99.95	No Change
Standard Digital Phone Installation			\$99.95	No Change
Digital Phone Line Activation			\$20.00	No Change
Add/Move/Change Phone Service or Phone Number			\$20.00	No Change
Relocate Phone Service or Phone Number			\$30.00	No Change
Additional Jack - with initial install			\$20.00	No Change
Additional Jack - separate trip			\$40.00	No Change
Returned Check Fee			\$25.00	No Change
Field Collections Fee			\$25.00	No Change
Late Fee ¹¹			\$5.00	No Change
Service Call, minimum 1 hour charge			\$50.00	No Change
Additional Service Call Charge (charged in 1/4 hour increments for calls lasting over 1 hour)			\$12.50	No Change
Change of Service - automated upgrade			\$5.00	No Change
Change of Service - separate trip upgrade			\$40.00	No Change
Live Agent Convenience Fee (charged per occurrence)			\$5.00	No Change
HD Converter Deposit			\$200.00	No Change
HD/DVR Converter Deposit			\$200.00	No Change
Multi-Room DVR (mDVR) HD Converter Deposit			\$200.00	No Change
Multi-Room DVR (mDVR) Storage Device Deposit			\$100.00	No Change
Non Returned/Damaged Digital Converter			\$150.00	No Change
Non Returned/Damaged HD Converter			\$230.00	No Change
Non Returned/Damaged HD/DVR			\$329.00	No Change
Non Returned/Damaged Multi-Room DVR (mDVR) HD Converter			\$329.00	No Change
Non Returned/Damaged Multi-Room DVR (mDVR) Storage Device			\$195.00	No Change
Non Returned/Damaged DTA			\$31.50	No Change
Non Returned/Damaged HD DTA			\$50.00	No Change
Non Returned/Damaged HD DTA Wall Mount			\$75.00	No Change
Non Returned/Damaged CableCARD			\$50.00	No Change
Non Returned/Damaged Cable Modem			\$48.00	No Change
Non Returned/Damaged Cable Modem with Wireless			\$84.00	No Change
Non Returned/Damaged eMTA			\$67.50	No Change
Non Returned/Damaged eMTA with Wireless			\$101.00	No Change

¹CableCARD, DTA, digital converter or digital ready television set with QAM tuner (not provided by MetroCast) is required to view all channels. ²CableCARD or digital converter required. ³Digital Basic required. ⁴HD equipment required. ⁵Deposit may be required based on results of credit check. ⁶Up to three (3) rooms; one converter required per room for full functionality. ⁷MetroCast internet service speeds may vary and are not guaranteed. Modem required. For best performance, use of a MetroCast-approved cable modem is recommended. A DOCSIS 3.0 modem is required to receive the fastest speeds for the High Speed Turbo and High Speed Ultra tiers and is strongly recommended for all other tiers. ⁸eMTA phone modem required. ⁹Equipment not included. Refer to individual product categories for any equipment information. ¹⁰Not available for new subscription. ¹¹Applicable in New Hampshire only.

In the event of a video service outage lasting 24 or more consecutive hours, the affected subscriber must notify us to receive a credit or refund within 30 days after the qualifying outage.

*Each customer billing statement for video services (whether stand-alone or as part of a bundle of services) will include a Broadcast TV Fee to defray the rising cost of Retransmission Consent fees that local broadcasters have chosen to charge MetroCast.

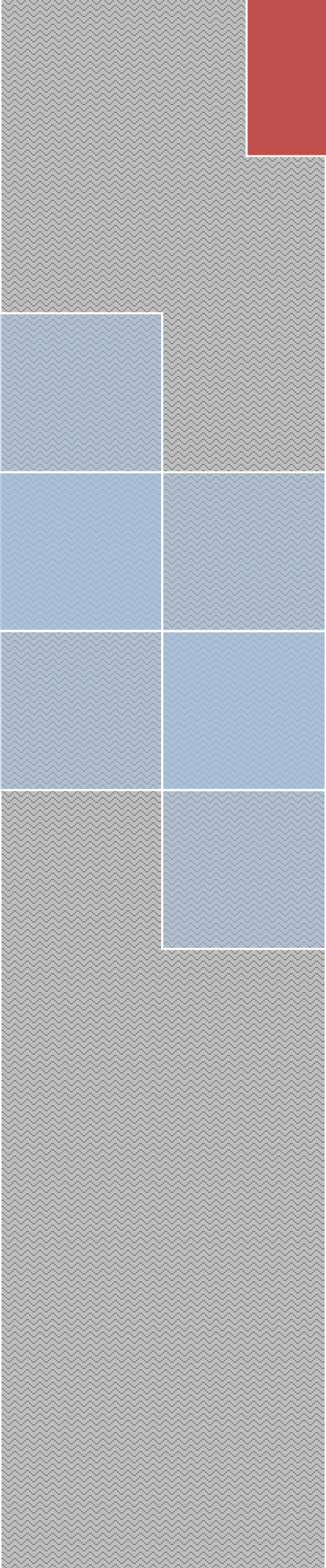
Prices shown are for residential service only. Franchise fees, taxes and other regulatory fees not included in above pricing. Some services may not be available in all areas. All prices are monthly charges unless otherwise indicated. Prices and services are subject to change. Federal law requires a subscription to Basic Service to receive any other levels of service of video programming. Additional equipment charges may apply. For customers currently receiving promotional pricing, those prices will not be affected during the promotional period.

1232F SAAFG03K 8282-1600/1700/1800 (ALL)

NUMBER	COUNCIL MEMBER	FORUM	REQUEST/INQUIRY	ACTION
1	Jean	10/20/2015 City Council Workshop	letter of support for Cochecho name change	letter has been drafted. Item closed.
2	Varney	10/20/2015 City Council Workshop	Inquired as to where the disposed computer equipment was taken.	Memo from Director Storer - will be included in City Manager's Report at Council Workshop on 11/17/15. Item closed.
3	Varney	10/20/2015 City Council Workshop	Would like entire Council to receive a copy of the MS-1 report.	Provided copies at meeting for those who wanted. Item closed.
4	Jean	10/13/2015 Finance Committee	Draft language of proposed capital reserve fund to review.	On Finance Committee agenda. Item closed.
5	committee	10/13/2015 Finance Committee	Refine the political campaign - use of facilities document.	On Finance Committee agenda. Item closed.
6	Gray	10/15/2015 Public Works Committee	Would like the information about NHDES and MtBE sampling put on the website.	This has been put online - Item closed.
7	Varney	11/10/2015 Finance Committee	The budget implications of the recently increased Veteran's Tax Credit.	requested for December meeting.
8	Varney	11/10/2015 Finance Committee	The estimated final construction cost numbers for the East Rochester School Project.	requested for December meeting.
9	Varney	11/10/2015 Finance Committee	The Annual Reports for the City's Tax Increment Financing Districts	requested for December meeting.

DATE RECEIVED	DATE ISSUED	PERMISSION PERMITS	MISCELLANEOUS	DATE OF EVENT
11/12/2016	11/16/2015	Tagging	AMVETS - Lilac Mall	12/4/2015 & 12/5/2015
11/13/2015	11/16/2105	Event	Homemakers Craft Fair	12/4/2015 & 12/5/2015
11/10/2015	10/6/2015	Event - Road Race	Gonic School PTA - 5K	5/7/2016
11/16/2015	11/23/2015	Event	Stateline Swapmeet - swap meet	5/15/2016
11/13/2015	11/19/2016	Trapping	St. Pierre - Pickering Road	12 months
11/20/2015	11/23/2015	Tagging	SHS Ski Team	1/8/2016 and 1/10/2016

DEPT	NAME	POSITION	# of Employees	FT	PT	SEASONAL/TEMP	NEW HIRE	REHIRE	RETIREMENT	SEPARATED	STEP (CBA)	COLA (CBA)	MERIT PAY ADJ	NU PAY ADJ	PROMOTION	OTHER	MISC. INFO
DPW	KEN WHITTEN	WINGMAN	1			X		X									
DPW	THOMAS MACAIONE	WINGMAN	1			X		X									
DPW	KENNETH MYHRE	WINGMAN	1			X		X									
DPW	TINA DIXON	WINGMAN	1			X		X									
DPW	PETER LENOX	WINGMAN	1			X		X									
DPW	BEN WASHOK	WINGMAN	1			X		X									
DPW	DAVID COPE	SEASONAL SNOW	1	X		X		X									
DPW	LLYOD DAIDELIN	SEASONAL SNOW	1	X		X		X									
DPW	JAMES QUINN	METER MAINTENANCE	1	X					X								
DPW	BARRY WILLEY	HEO	1	X									X				
DPW	CHRIS MCKENNEY	MECHANIC	1	X									X				
DPW	TANNER DANIELS	WINGMAN	1			X	X										
DPW	HOLLY NAU	WINGMAN	1			X		X									
DPW	JOHN GRAVES	CUSTODIAN	1	X						X							
FINANCE	ANN MARIE ARSENAULT	ACCOUNTANT 1	1	X			X										
FIRE	KAITLIN TAATJES	FIREFIHTER	1	X												X	FIRE FIGHTER LEVEL 3
FIRE	JASON LAFERTE	FIREFIGHTER	1	X												X	MILITARY LEAVE
PD	RANDY SMITH	PATROL	1	X									X				
PD	JACOB GARSTIN	PATROL	1	X									X				
PD	KEITH MACKENZIE	PATROL	1	X									X				
PD	PAUL KESNIERZ	PATROL	1	X									X				
PD	JOSEPH ROUSSEAU	PATROL	1	X									X				
PD	ELIZABETH TURNER	PATROL	1	X									X				
PD	JEREMIAH MURPHY	PATROL	1	X									X				
PD	GEOFFREY MOORE	PATROL	1	X									X				
PD	CRAIG FORREST	PATROL	1	X									X				
PD	MARC CILLEY	PATROL	1	X									X				
PD	SPENCER WILLIAMS -HURLEY	PATROL	1	X									X				



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You're Invited!

The construction and renovation work is complete!

East Rochester School and the Rochester School Board / City Council Joint Building Committee would like to invite you to the

East Rochester School Open House

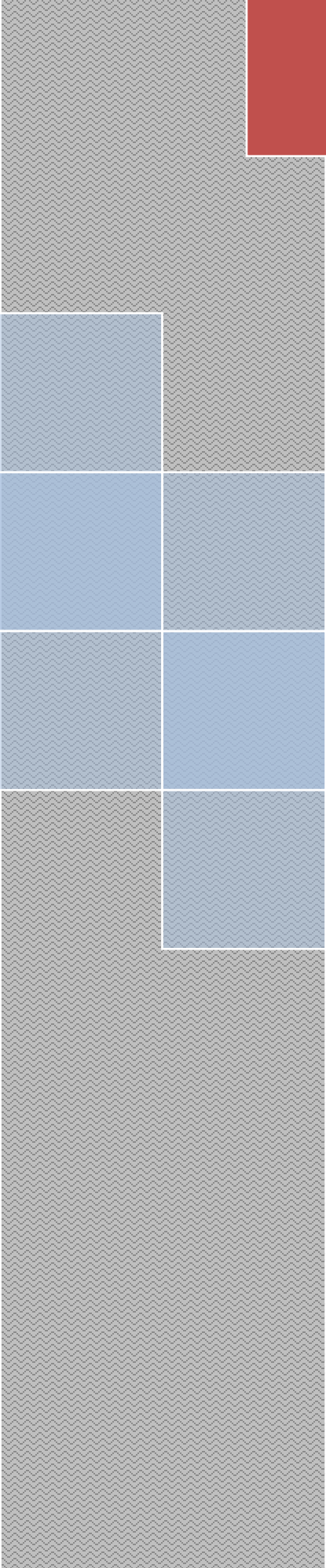
Wednesday, December 2, 2015 | 6:00 p.m. – 7:00 p.m.



Plaque Unveiling at 6:30 p.m.
Information regarding our solar array and/or tour the school.

Light refreshments will be provided.

East Rochester School | 773 Portland Street | East Rochester, New Hampshire



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City of Rochester, New Hampshire
OFFICE OF THE CITY CLERK
31 Wakefield Street • Rochester, NH 03867
FAX (603) 509-1915 PHONE (603) 332-2130

RECEIVED
NOV 10 2015
CITY CLERK'S OFFICE
ROCHESTER, NH

STATEMENT OF INTEREST
BOARD AND COMMISSION MEMBERSHIP

POSITION DESIRED: Supervisor of Checklist

NEW ☒ RE-APPOINTMENT ☐ REGULAR ☐ ALTERNATE ☐

NAME: Jewel W. Hebert

STREET ADDRESS: 42 Gooseberry Circle Rochester NH 03867

ZIP 03867

TELEPHONE: (H) CELL 561-704-4440 E-MAIL Lewejh@GOL.com

REGISTERED VOTER: (CIRCLE ONE) YES ☒ NO ☐ WARD 3

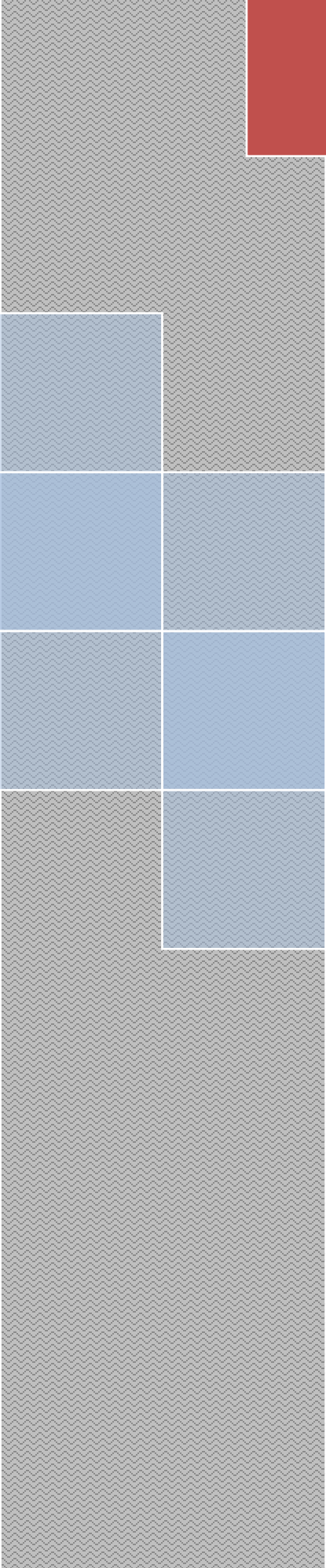
Statement of Interest/Experience/Background/Qualifications, Etc. (This section need not be completed, but any information provided will be given to all City Councilors and will be available for public inspection). (Additional sheets/information may be attached, if desired; please do not write on the back of this form.)

Served as Chairman of Supervisors
in Somersworth NH

I understand that: (1) this application will be presented to the Rochester City Council only for the position specified above and not for subsequent vacancies on the same board; (2) the Mayor and/or City Council may nominate someone who has not filed a similar application; and (3) this application will be available for public inspection.

I certify that I am 18 years of age or older:

Jewel W. Hebert



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Reports of Committees

November 2015

- Appointments Committee - 11/17/2015
- Community Development - Did not meet (Attachment)
- Finance Committee - 11/10/2015
- Public Safety Committee – 11/18/2015
- Public Works and Building Committee – 11/19/2015

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Appointments Committee Minutes

November 17, 2015

Committee Members Present:

John Larochelle, Chair

Jake Collins

Sandra Keans

James Gray

Donald Hamann

John Larochelle called the meeting to order at 6:15 p.m. on November 17th.

Daniel Peterson - Utility Advisory Board (UAB) - Reappointment

Dan is seeking reappointment to the UAB. He is the Chairman of the Board and as the Superintendant of the Durham Waste Water Treatment Plant brings a relevant knowledge to the position. The Appointments Committee unanimously recommends Daniel Peterson for reappointment to the Utility Advisory Board, term to expire January 2, 2018.

Steven Maimes - Library Trustees Ward 2 – Reappointment

Steve reports that whereas Brian Sylvester has all the administrative issues well taken care of everything is proceeding very smoothly with the Library Trustees. Steve is enjoying his position as a Trustee and would like to serve another term. The Appointments Committee unanimously recommends **Steven Maimes** for reappointment as Library Trustee for Ward 2, term to expire January 2, 2019.

John Roese - Library Trustees Ward 6 – Reappointment

John appreciates the broad set of skills that the Trustees bring to the table. The Trustee meetings run very smoothly and decisions are mostly made by consensus. Appointments Committee unanimously recommends **John Roese** for reappointment as Library Trustee for Ward 6, term to expire January 2, 2019.

Recommendation for Combined Recreation & Arena Commission

Councilor Gray distributed the attached proposal to amend the ordinance and set the schedule for terms of members. The Appointments Committee unanimously approved his proposal and recommends its adoption.

Respectfully submitted,

John Larochelle, Chair

Proposed per 21.4 without change:

Last	First	Notes	Initial term expire date	Initial term
Brown	Robert		Jan-19	3yrs
Clough	Richard		Jan-19	3yrs
Colson	David		Jan-19	3yrs
Colson	Sheila	current chair	Jan-19	3yrs
Barry	Kevin	out of town	Jan-18	2yrs
Cadorette-Strogen	Joan	out of town	Jan-18	2yrs
Dowe	Regan		Jan-18	2yrs
Roberts	Paul		Jan-18	2yrs
Turgeon	Jeff		Jan-18	2yrs
Anctil	David	current chair	Jan-19	3yrs
Bickford	Dale		Jan-19	3yrs
City Council			Board appt	Board appt
School Board			Board appt	Board appt

21.4 Term and Officers of Commission. The terms of the City Council and School Board Commissioners shall be commensurate with their terms of service on their respective boards. Commencing January, 2016, the eleven (11) five (5) Commissioners shall be appointed for a one (1), two (2) and three (3) year terms and six (6) Commissioners shall be appointed for a three (3) year term as determined by the City Council. Thereafter, all appointments and reappointments shall be for a term of three (3) years. The Mayor shall appoint the chairman and the commission shall, from its own members, elect a secretary and other necessary officers to serve for one year or until their successors are elected.

With the change one possibility:

Combined	Note	Old Term Expires	Initial Term Expires	
Cadorette-Strogen, Joan	Out of town	2017	2017	1 Yr
Turgeon, Jeffrey		2017	2017	1 Yr
Roberts, Paul		2017	2017	1 Yr
Dowe, Regan		2017	2018	2 Yrs
Barry, Kevin	Out of town	2017	2018	2 Yrs
Anctil, David	Current chair	2018	2018	2 Yrs
Bickford, Dale		2018	2018	2 Yrs
Brown, Robert		2016	2019	3 Yrs
Clough, Richard		2016	2019	3 Yrs
Colson, David		2016	2019	3 Yrs
Colson, Sheila	Current chair	2016	2019	3 Yrs
School Board		NA	NA	
City Council		NA	NA	



Rochester City Council

Community Development Committee

MEETING MINUTES

James Gray, Chairperson

Elaine Lauterborn, Vice Chairperson

Sandra Keans

Jake Collins

Donna Bogan

Meeting Date:	November 19, 2015	
Members Present:	None	Members Absent: Councilor Bogan Councilor Collins Councilor Gray Councilor Keans Councilor Lauterborn
Guests/Staff:	None	

There was no Community Development Committee meeting held for the month of November.

Next Meeting – DECEMBER 10, 2015 at 6:00 p.m. in the Conference Room at City Hall

Topics – Courage Wall Presentation, Continuing CDBG Projects, Future CDBG Projects, FY 2016-2017 Annual Action Plan, Analysis of Fair Housing

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11/24/15

City of Rochester, New Hampshire

Finance Office

31 Wakefield Street • Rochester, NH 03867-1917
(603) 335-7609 Fax (603) 335-7589

FINANCE COMMITTEE MEETING NOVEMBER 10, 2015

Committee Members Present: Mayor Jean, Councilor Varney, Councilor Walker, Councilor Keans, Councilor Larochelle, Councilor Lauterborn (arrived at 7:17 P.M.)

Committee Members Absent: Councilor Torr

Other Councilors Present: Councilor Bogan, Councilor Collins, Councilor Hamann, Councilor Gray, Councilor Gates

Others Present: City Manager Fitzpatrick, Deputy City Manager Cox, Economic Development Manager Pollard, City Attorney O'Rourke, Councilor Elect Barnett

MINUTES

1] Call to Order

Mayor Jean called the meeting to order at 7:02 P.M.

2] Public Input

State Representative Tom Kaczynski addressed the Committee regarding agenda item 3.2 pertaining to the School Department's request for a Capital Reserve Fund.

3] Old Business

3.1 Political Campaign Use of City Facilities

City Attorney O'Rourke presented the changes he made to the Memorandum of Understanding template that he crafted.

Councilor Keans stated that the \$1M insurance requirement might not be reasonable for all political campaign organizations.

After a brief discussion, City Manager Fitzpatrick indicated that he had the direction he needed on this item.

3.2 School Capital Reserve Fund

Councilor Keans indicated that the language contained in Item #8 on Page 10 of the Committee packet may need to be amended to indicate any private donations received would not go in to the General Fund in the event that the Capital Reserve Fund was dissolved.

Councilor Gates stated that the fund should be set up so that no appropriations could be made to the fund in a fiscal year in which the School Department laid off teachers or any other direct-to-student support staff.

Councilor Varney stated that a 2/3's super majority should be required to appropriate monies to the fund and/or to expend monies from the fund.

Mayor Jean MOVED to recommend to the full Council the creation of a School facilities Capital Reserve Fund. Councilor Keans provided a second to the motion. Councilor Varney requested a roll call vote. Mayor Jean polled the Committee:

**Councilor Varney voted No
Councilor Walker voted No
Councilor Lauterborn voted No
Councilor Keans voted Yes
Councilor Larochelle voted Yes
Mayor Jean voted Yes**

Mayor Jean declared that the MOTION FAILED on a 3/3 tie vote.

4] New Business

There was no New Business before the Committee.

5] Finance Director's Report

Mr. Cox informed the Committee that the new accountant position had been filled. Ann Arsenault will begin her duties on November 16th.

Mr. Cox shared that the Fiscal Year 2017 health insurance guaranteed maximum rate (GMR) increase has been set at 2.1%. He also shared that the Finance Department has started preliminary work on the Fiscal Year 2017 budget and the Consumer Price Index used in the Tax Cap calculation was trending near 0%.

6] Monthly Financial Reports

There was no discussion on the monthly financial reports.

7] Other

Councilor Varney requested the following items for the December Committee meeting:

- The budget implications of the recently increased Veteran's Tax Credit
- The estimated final construction cost numbers for the East Rochester School Project
- The Annual Reports for the City's Tax Increment Financing Districts

8] Non-Public Session

Councilor Walker **MOVED** to enter Non-Public Session per RSA 91-A:3, II (a) for Land and RSA 91-A:3, II (e) for Litigation. Councilor Larochelle provided a second and the motion was **ADOPTED** by unanimous roll call vote.

The Finance Committee entered Non-Public session at 7:40 P.M.

Councilor Walker **MOVED** to exit Non-Public session and to seal the minutes indefinitely. Councilor Larochelle provided a second and the motion was **ADOPTED**.

The Committee exited Non-Public session at 8:15 P.M.

9] Adjournment

Councilor Walker **MOVED** to adjourn the Finance Committee meeting. Councilor Larochelle provided a second and the motion was **ADOPTED**.

The meeting adjourned at 8:15 P.M.

Respectfully Submitted,

Blaine M. Cox
Deputy City Manager

BMC:sam

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Public Safety Committee
Council Chambers
November 18, 2015
7:00 PM

MEMBERS PRESENT

Councilor David Walker, Chairman
Councilor Jake Collins
Councilor Robert Gates
Councilor Peter Lachapelle
Councilor Donald Hamann

OTHERS PRESENT

Councilor Elaine Lauterborn
Councilor Sandra Keans
Michael Bezanson, PE, City Engineer
Deputy Chief Scott Dumas, P.D
Michael Hopkins, Superintendent of Schools
Michael Provost, Executive Director Main Street
John Bozak-20 Woodman Street
Cathy Anne Auclair-20 Woodman Street
Brian Marshall-17 Woodman Street
Keady Nugent, Brook Street
Monica St Jean

Minutes

Councilor Walker brought the meeting to order at 7:00 PM.

1. Public Input

Monica St. Jean was present to discuss the Route 125 and Church Street area. She witnessed an accident; a vehicle was coming off Church Street while another vehicle was heading towards downtown Rochester on Route 125. Councilor Lachapelle stated that if Route 125 going north is backed up the vehicles cut down Church Street. He also asked how many accidents have occurred on Church Street. Deputy Chief Dumas said there have been accidents in the area, but he would have to gather the information and get back to the committee.

Michael Provost, The Executive Director of Rochester Main Street, was present to discuss the need for traffic calming measures downtown. He stated that he has been monitoring the downtown area since 2009 when he started working in downtown Rochester. He has now counted 15 pedestrians hit while in a crosswalk. He stated that bikes should be going with the vehicular traffic not on the sidewalks. He would like painted “sharrow” symbols put on the street for the bicycle traffic.

2. Linden Street-Handicap Sign

Councilor Walker summarized the issue. Richard and Alice Shabbat live at 24D Linden Street. Mr. Shabbat is 99 percent confined to a wheel chair and it is hard for him to get close enough parking on the street. He is requesting a handicap parking spot in front of

his apartment building. Councilor Walker said he is not sure if there is a curb cut in this area. This was kept in committee. Mr. Bezanson will check the area out and get back to the committee.

3. Central Square-Handicap Accessibility

Councilor Walker summarized the issue. Michael Provost, The Executive Director of Rochester Main Street, stated that they use Central Square near the Parson Main statue often for the events that Rochester Main Street holds. He also said that a lot of residents from the Gaffney Home, Colonial Hill and Riverside attend these events. It's difficult for the elderly to step up over the granite barriers to the grassy seating area; there are no railings or handholds to steady them. They also hold events for children such as the Wild Life Encounter and the Teddy Bear Picnic. During the children's events children have been stepping off the curbs to the sidewalk and falling. Mr. Provost is requesting to have the interior granite curbing removed and narrow the traffic lanes a little on Wakefield Street to allow two handicap parking spots for access at grade level. Councilor Walker said this may have to go to another committee because there could be a significant cost to this. Councilor Lauterborn said they should check into the Community Development Block Grant funds that are available. Councilor Walker asked Mr. Bezanson to look into the removal of granite curbing, the tapering of the grass and look into handicap spots. This was kept in committee and Mr. Bezanson will get a cost estimate and a plan together for this and report back to the committee next month.

4. Wildcat Transit- Gonic Parking Request

Councilor Walker summarized the issue. The Fire Department has received a request from a private citizen to park at the Gonic Fire Station to facilitate usage of the Wildcat Transit stop in Gonic. It was posited that this would be a safer alternative to on-street parking. Mr. Bezanson stated that DPW had discussed the request internally and with the Fire Department. The unanimous consensus between the Departments was not to allow the parking request at the Gonic Fire Station. Councilor Walker agreed with the recommendation of City staff. Councilor Lachapelle was familiar with the request and said that he would discuss the on-street parking issue in Gonic further with Blaine Cox. No action taken.

5. Harding Street/ Richardson Street Speed Limit Concerns-Signage

Councilor Walker summarized the issue. Keady Nugent of Brook Street was present to talk about speeding concerns on Richardson Street and Harding Street. Councilor Walker said that the intersection of Harding Street and Preston Street is a four way stop. Councilor Lauterborn said that Richardson Street is a cut through to Lowell Street. Councilor Walker asked if the speed trailer was available. Deputy Chief Dumas said it was. They will move the speed trailer to Harding Street next and conduct more directed patrols in the area.

6. 201 Chestnut Hill Road-Blind Driveway Sign

Councilor Walker summarized the issue. Deputy Chief Dumas said he checked the area out and it is difficult to get the front end of car out to see. Deputy Chief Dumas stated that if the owner's fence was not there it would be a little easier. He does feel it does warrant a sign. Councilor Walker said in the past the committee approved the "blind driveway" sign if the resident would pay for it. **Councilor Lachapelle made a motion to approve the "blind driveway" sign at the owner's expense. The motion was seconded by Councilor Hamann. Unanimous voice vote carried the motion.** Mr. Bezanson will contact the resident to let him know the request passed at the committee level if he would pay for the sign, it still has to go to the full council.

7. Leonard Street/Harrison Street-Stop Sign and Slow Children Sign Request

This was kept in committee there was no information regarding this request.

8. Speed Limit Posting- Twombly Street

Council Walker summarized the issue. Deputy Chief Dumas stated that Twombly Street is a cut through between Walnut Street and North Main Street. He said extra patrols have been conducted in the past and the recorded top speed was 47 mph; the speed limit is 30 mph. Councilor Collins said posting the speed limit will make no difference. The police department will do extra patrols and set up the speed trailer on Twombly Street after Harding Street.

9. Route 202/Salmon Falls Road/Paradise Street-Signage Request

Councilor Walker summarized the issue. A resident of Vernon Avenue submitted a letter describing a speed/sight distance issue at the intersection of Paradise Drive and Salmon Falls Road. The traffic turning from Highland Street (Route 202) to Salmon Falls Road is the problem. The vehicles pulling out of Paradise Drive onto Salmon Falls Road are almost getting hit as the cars speed around the corner from Route 202. There is a yield sign, but some vehicles accelerate right onto Salmon Falls Road. The author gave three options that may work:

1. Install a "Blind Drive" sign
2. Change "Yield" sign to a "Stop" sign
3. Cut back the brush along the edge of roadway to improve sight distance

Mr. Bezanson recommended option 3 as a measure to improve the situation. The committee agreed. Mr. Bezanson will have Public Works staff look into that.

10. Street Light Request for Anderson Lane and Franklin Street Intersection

Councilor Walker summarized the issue. Mr. Bezanson said there was no street light within 50 feet of the intersection of Anderson Lane and Franklin Street. **Councilor Lachapelle made a motion to install a street light at the corner of Anderson Lane and Franklin Street. The motion was seconded by Councilor Gates. Unanimous voice vote carried the motion.**

11. Crosswalk Installation on Franklin Street at Anderson Lane

Councilor Walker stated that curb cuts already exist on either side of Franklin Street at Anderson Lane, however a crosswalk has never been painted. **Councilor Lachapelle made a motion to paint a crosswalk on Franklin Street at Anderson Lane. The motion was seconded by Councilor Gates. Unanimous voice vote carried the motion.**

12. Street Lights for Davis Blvd.

Councilor Walker summarized the issue. There are no street lights from 202 to almost the second intersection with Jay Way. This was kept in committee to figure out which pole(s) to place the street light(s) on.

13. No Parking on Corner of Grove Street/Highland Street

Councilor Walker summarized the issue. Mrs. Raab has requested no parking on corner of Grove Street and Highland Streets. They are parking on the side of the road. Councilor Lachapelle made a motion to paint hash marks at the Corner of Grove Street and Highland Street. The motion was seconded by Councilor Hamann. Mr. Bezanson stated they are parking off the pavement. **Councilor Lachapelle amended his motion to place a “No Parking Here To Corner” sign on Highland Street. The motion was seconded by Councilor Hamann. Unanimous voice vote carried the motion.**

14. Traffic Light issue at Cocheco Estates - Status Update

Councilor Walker updated the committee on this. There will be a traffic light at Cocheco Estates when it warrants one.

15. Traffic Flow around William Allen School (kept in committee)

Councilor Walker summarized the issue. John Bozak of 20 Woodman Street was present to discuss the ongoing issue in this area. Mr. Bozak said there has been some improvement. He said the upcoming winter months are going to be a problem. Vehicles are parking on both sides of the road. This makes it impossible for two vehicles to make it down the street. Mr. Bozak asked for a dead end sign for Woodman Street. Councilor Walker said it is not a dead end street. Mr. Hopkins the Superintendent of Schools was present to discuss the traffic issue around the Woodman Street area. Student drop-off at the William Allen School is at 8:00 AM; this is not the problem. The problem is during the afternoon pick-up. Parents waiting for their children line their cars up on Davy Anne Locke Lane and Woodman Street. Councilor Lauterborn asked who owns Davy Anne Locke Lane, the School or the City? Mr. Bezanson said he would have to do some research to answer definitively. Ms. Auclair of 20 Woodman Street said she went to William Allen School and she had to walk from Charles to Granite and doesn't see the problem with having kids walk from Charles Street. Mr. Hopkins said it's unsafe to allow

parents and buses to drive down Granite Street for student drop-off and pick-up. Councilor Collins said he has been in the area and said he has seen a lot of improvement and people should be commended for that. Councilor Gates said buses and parents could drop-off and pick-up separately. Ms. Auclair said she cannot get into her garage when the vehicles are parked in the area. Mr. Marshall of 17 Woodman Street said they should have studies done of the area. Councilor Keans said parents could pick up on Charles Street. Councilor Walker said emergency vehicles need to be able to get through; the safety of the residents in the area is paramount. Councilor Walker said there is always the “nuclear option”, which is resident only parking. Councilor Lauterborn said maybe they should have resident only parking. She also suggested having the bus pickup and the parent pick-up at different times. Mr. Hopkins said that is not an option because the buses go to the other schools as well and if the children leave earlier they lose educational time. **Councilor Gates made a motion to keep people on Charles Street, so use the nuclear option, residential parking only. This was seconded by Councilor Lachapelle. Unanimous voice vote carried the motion.** Councilor Walker said they could install resident parking only signs. **Councilor Lachapelle amended the previous motion to No parking Monday-Friday 8:00 AM to 8:30 AM and 2:00 PM to 3:30 PM, resident parking only and no standing. The motion was seconded by Councilor Gates. Unanimous voice vote carried the motion.**

16. No Smoking Request at Ledgeview Drive (kept in committee)

Councilor Walker summarized the issue. Councilor Lachapelle checked the area at least twice and saw no cigarette butts and Councilor Walker also walked the area and saw nothing as well. No action was taken; saw no issue.

17. Other

Whitehall Road - Parking Lot

Councilor Collins asked what happened to the temporary pedestrian sign that was in the crosswalk at the Whitehall Road Parking Lot. Mr. Bezanson said he'd have to check into that and see if it could be replaced. Councilor Walker said maybe a few more of them could be purchased.

Tebbetts Road

Councilor Lachapelle said coming from Pickering Road to Old Dover Road there is a shrub causing a line-of-sight problem. There are also two telephone poles that hinder the line-of-sight. Councilor Walker said the shrub has been trimmed back in the past.

Church Street - Gonic

Councilor Lachapelle said a constituent had asked to move the speed limit sign to another pole and another sign should be installed passed the entrance. Councilor Lachapelle made a motion to add a 30 mph speed limit sign on Church Street after the entrance to the

mill. The motion was seconded by Councilor Gates. Voice vote was taken, with Councilor Walker, Councilor Hamann and Councilor Collins opposed. Vote failed 3 to 2. Mr. Bezanson will have the "30 MPH Speed Limit" sign moved further to the north from the intersection.

Ward 5 Meetings - Cocheco Estates Traffic Light

Councilor Gates said during the Ward 5 meetings the residents were vocal about having a traffic light at the entrance of Cocheco Estates. Councilor Walker said it is state jurisdiction and it's in the plans when it warrants one.

Route 11 Bus Stop

Councilor Gates said the residents are happy with the bus stop being moved because there is a longer site distance.

Whitehall Road Update

Deputy Chief Dumas said the speed trailer was placed on Whitehall Road for two weeks. There were 10,000 cars; the average speed was 34 mph; and the speed limit is 35 mph.

Lowell Street

Deputy Chief Dumas said the speed trailer was placed on Lowell Street from October 13 to 31, 2015; there were 24,200 vehicles; the average speed was 33 mph; and, the speed limit is 30 mph.

Hansonville Road - No Thru Trucks

Deputy Chief Dumas said they believe the gentleman driving the truck that is causing the complaint lives in Barrington, so he needs to be able to get home. He stated he will keep an eye on the issue.

Traffic Light North Main St and Ten Rod Road

Mr. Bezanson said the timing on the traffic light at North Main and Ten Road can be changed. The quote is for \$515.00.

Councilor Hamann made a motion to adjourn the meeting at 8:41 PM. Councilor Gates seconded the motion. The motioned passed unanimously.

Minutes respectfully submitted by Laura Miller, Secretary II

Public Works and Buildings Committee

November 19, 2015

Council Chambers

7:00 PM

MEMBERS PRESENT

Councilor Sandy Keans

Councilor David Walker

Councilor Donald Hamann

MEMBERS ABSENT

Councilor Ralph Torr – Chairman

Councilor Ray Varney- Vice Chairman

OTHERS PRESENT

Mayor T.J. Jean

Councilor James Gray

Councilor Robert Gates

Councilor Jake Collins

John B. Storer, Director of City Services

Owen Friend-Gray, PE Assistant City Engineer

Peter Bruckner, Historic District Commission

MINUTES

Mayor Jean called the Public Works and Buildings Committee to order at 7:01 PM.

1. Approve minutes from October 15, 2015 meeting -

The mayor requested a recommendation on last month's minutes.

Councilor Walker made a motion to accept minutes as presented for the October 15, 2015 Meeting. The motion was seconded by Councilor Hamann. The Motion passed unanimously.

2. Public Input

No members of the public were in attendance.

3. Pending Street Acceptances

Mr. Storer introduced Owen Friend-Gray as the new Assistant City Engineer. Mr. Friend-Gray stated that he has three subdivisions that are in discussions for street acceptances. There first street is Winch Way in the subdivision off from Norway Plains Road. He stated that this subdivision already has other accepted streets and that this is the next one that has been completed. Mr. Friend-Gray stated that he was on site for recent inspections and he believes this one is on track for acceptance. Councilor Walker asked if the developer had submitted a letter requesting acceptance of the street per the City's policy. Mayor Jean stated that he believes the letter from the developer was received several weeks ago. Mr. Friend-Gray stated that this was the only one that had

formally submitted the required letter. The second street that was discussed was Heritage Road. Mr. Friend-Gray stated that there were numerous issues with this road. He stated that this road is currently only servicing one parcel of land and might be considered a private driveway or a private road. He stated that there are many issues that would prohibit him from considering this road for acceptance. He sighted improperly installed drainage and non functioning drainage, lack of material testing results for the roadway, and lack of sewer testing results as some of the issues. The third subdivision discussed was Chelsley Hill Farms subdivision which consists of Shakespeare Road, Browning Drive and Whitman Drive. Mr. Friend-Gray stated that the documentation for materials testing of the roadways is not in the file. He stated that the curbing and roadway are in very poor condition and it will not be ready for acceptance this year. Mr. Friend-Gray stated that there are approximately 7 homes built of 33 lots to be built on. He further stated that accepting a road prior to build out is not a good idea due to the damage that can be caused by construction and construction vehicles.

4. City Hall Annex

Mr. Storer stated that the Annex Project had missed the deadline for filing for an L-CHIP Grant. He stated if possible they would try submitting retroactively when the project is underway. He stated that video inspection of the sewer line was completed and he believes that there could be a cost saving to using a synthetic liner rather than replacing the sewer line. Mr. Storer stated that there is a company that is making these liners and he will look into the option if the Committee is on board with the idea. Councilors Walker and Hamann stated that they were all set with this approach. Councilor Keans stated that as long as the procurement and bidding procedures were followed she was all set as well. Mayor Jean inquired to the project timeline. Mr. Storer stated that the project should be out to bid in April or May.

5. FY 2017 CIP & City Hall Annex Project impacts

Mr. Storer stated that as the Annex project proceeds there are going to be some other CIP projects that should be considered in the FY2017 Budget process. He states that these should be considered for completion in conjunction with the Annex Project. He stated that within the past couple of years the City Hall boiler had been converted to natural gas. He stated that the abandoned oil tank has been left in service as a backup. Due to testing and permitting required he would like to have the tank removed. He stated that the oil has been sitting in the tank for some time and would be pumped off and used in the waste oil furnace at DPW. Councilor Walker asked what size the tank is. Mr. Storer stated that it is a 2000 gallon tank. Councilor Gray stated that the School Department has removed many of their underground storage tanks and that Mr. Bickford might be able to lend support to the process. Mr. Storer also discussed the electrical service as it pertains to the shared generator for City Hall and the Fire Station. He stated that the electrical services will need to be split up. Specifically a new electrical service will be run to the Central Fire Station, and as this building is the Emergency Operation Center for the City, the

building will need its own dedicated generator. Councilor Walker stated that this topic has been discussed with the CIP and voted down on a few occasions. He stated that the Fire Chief will be happy to finally have this happen.

6. Current HVAC Projects

Mr. Storer stated that there are several HVAC projects funded in the FY2016 CIP. He stated that the Library project that was Community Block Development Grant Funded is in progress. It will be completed in December. He listed City Hall, Central Fire and the Community Center as other locations that have HVAC projects pending. Mr. Storer stated that he has contracted a Consultant to assist with drawing up some simple specifications that will be used to install up to date energy efficient units. Mr. Storer went on to say that his plan is to put the projects out to bid to determine the cost. He does not expect that there will be sufficient funding in each project to cover the costs. He believes that the projects were under funded as the scope was just to replace with like equipment. Mr. Storer asked if the Committee had a preference as to seeking a supplemental appropriation once the bids are in or waiting to put the additional funding request into the FY2017 CIP Budget. Councilor Walker suggested they would prefer getting the project bid to see the actual discrepancies. Councilor Keans agreed that knowing the cost will be helpful to the funding discussion for any additional cost necessary to complete the projects.

7. MS4 Permit

Mr. Storer stated that the EPA had opened up the comment period and that the City with assistance from legal and technical counsel had submitted its own comments and had submitted additional comments with the Coalition of Communities on the pending MS4 Permit. Mayor Jean asked if the City of Rochester had heard from the town of Bedford regarding the Coalition. Mr. Storer stated that he believed we had. Mr. Storer stated that he would be attending a meeting in Concord with other Coalition Communities.

8. Mutual Aid Program Participation

Mr. Storer stated that he was surprised to find out that the City of Rochester was not a member of the NH Public Works Mutual Aid Program. He stated that membership is only \$25 annually and participation is not required. He stated if we received assistance or provided assistance, as a member, the Mutual Aid Agreement would cover any insurance, liability or financial issues or obligations. Councilor Keans stated that previously the City had been hesitant, but if it is only a \$25 fee and we would be kept in the loop with information from around the state, it would be worth it to join. Councilor Walker agreed. *Councilor Walker made a motion to recommend the full City Council authorize staff to enter into the Mutual Aid Agreement for the NH Public Works Mutual Aid Program. The motion was seconded by Councilor Hamann. The Motion passed unanimously.*

9. Electronic Message Boards

Mr. Storer stated that there is a sixty thousand dollar appropriation for one sign in the

current FY16 CIP. He stated that in his preliminary discussions with Chief Sanborn it was discussed that there might be federal emergency grant funds available to get a second sign for the cost of the one. He distributed a design example and discussed possible locations for this type of electronic sign. Councilor Keans stated that it has already been determined that these types of signs would not be allowed in the downtown area Historic District. She stated that businesses are not allowed to use these signs; therefore the City should not be doing so. There was discussion as to locations and the content allowed on the signs. Several Councilors thought locations on Columbus Avenue might be appropriate. The two areas discussed were between Lowell and Upham Streets and also at the intersection of Wakefield near Linscott Court apartments. Mayor Jean stated that a policy on content would need to be discussed and suggested that Mr. Storer work on getting a mock up of signs in those areas completed for the next meeting.

10. Project Priorities Listing

Mr. Storer stated he has been working on the project priorities list and as they start looking at the FY2017 CIP it should be easier to project the current projects. He expects he might have something for the Committee next month.

11. Community Center – Master Plan or Long Term Planning

Mr. Storer explained that he has been working with the new Facilities Manager on several projects at the Community Center. He stated that they are working on the Boys Locker Room Renovation Project and they just completed the restoration of the gym floor. Mr. Storer stated that he would like the City Council to give him direction on their long term goals for that building. He stated that it seems like we are basically patching and fixing rather than planning for the future. He stated that with the Recreation Department leaving he will need to know whether we are going to be filling that space with a tenant at market value, or are we planning on more service based non-profit tenants. He stated that we currently have a mixture of the two. The School Department, Health and Human Services and a few others are paying rent, while several others are paying a token rent amount or none at all. The Committee was in agreement that there should be a plan for the building. Councilor Gray stated that the City should not be competing with businesses for space rentals as commercial rental properties are having a hard enough time getting tenants in.

12. City Hall Mailboxes

Mr. Storer stated that when the City Manager's office was not open there had been issues that Councilors could not access their mailboxes. He stated that to address that concern the City Manager had come up with a proposal to build in some accessible mailboxes that the Councilors could get to from the hallway at City Hall. These would be similar to mailboxes at the US Post Offices and they would be combination locks. Mr. Storer stated that it would not be a very expensive project and he thought it could be done well to fit with the historic nature of the building. None of the Councilors expressed favor for the idea. Mayor Jean suggested having the current locking mechanism for the City

Manager's office updated to use a pass code entry system. Mr. Storer stated that he would look into it.

13. **School Department – Snow Removal**

Mr. Storer stated that he had recently met with Mr. Bickford from the School Maintenance Department to discuss snow removal. Mr. Storer stated that he was surprised to see how much support that his staff already lends to the School Department in regards to snow removal, sanding and salting school driveways and roadways. Mr. Storer stated that as his staff must give priority to roadways and motor vehicle safety, the School Department was considering the purchase of a loader to assist them to push back and remove snow. He stated that he believes since his meeting with Mr. Bickford the School Board had authorized the purchase of a small loader. Mr. Storer stated that he wanted to see if the Council would like the Public Works Department to continue to assist the school department without any financial contributions to purchase materials and equipment for these services. Mr. Storer stated with newly acquired streets, additional responsibilities for the Granite Ridge Roadway and the addition of North Main up to Route 11, the City staff is being stretched thinner and thinner. The Committee was in agreement to continue to assist as we have been, but if there is conflict with the road maintenance and the School Department snow removal, then the School Department may need to consider contracting out the removal of snow. Mayor Jean suggested that a meeting in the future with the School Department might be beneficial to discuss maintenance issues and collaboration.

14. **Other**

Water Line Break - Mr. Storer stated that there was a leak in the raw water transmission line between the Rochester Reservoir and Round Pond. He stated this was the third leak in the past five years. Mr. Storer stated that SUR Construction had been brought in to isolate and repair the leak and that they had done a great job in doing so. He also stated that the job was made more difficult and costly as one of the abutting land owners would not allow the City access to his property in order to remove a beaver dam. Councilor Walker asked how the leak was found. Mr. Storer stated that staff was unable to keep the water level at the desired height in Round Pond. Mr. Storer stated that he will be proposing a project in the FY2017 Water Fund CIP to repair or replace this transmission line. He stated that he has been looking into the possibility of using trenchless technology to do so. Councilor Keans asked for a cost estimate. Mr. Storer stated that it may be a four to five hundred thousand dollar project.

Backflow Prevention – Mayor Jean asked the Director if there had been much push back or any problems with the recently mailed letters to the backflow deficient business owners. Mr. Storer stated in general there were no issues at this time. He stated that the department had heard from some of the business owners and as it turns out some of them had the devices installed but never submitted the paperwork necessary to have their permits issued. Mayor Jean stated that he understood as this was the problem at the

Gaffney Home where he works as the Administrator. Mayor Jean stated that the Gafney Home had the device installed last year, and all they needed to do is have it tested and to submit the results to the Utility Billing Office. Mr. Storer stated that they would know better how many businesses this will affect in early December. He stated they will be getting door tagged for shut off on November 30th.

Franklin Street Paving – Mayor Jean stated that he had heard from residents and he himself was pleased with the shim pavement put down on Franklin Street.

GIS Mapping of Infrastructure – Mr. Storer stated that at the October PWC meeting he had discussed the MS4 storm water requirement to map out the City's storm water system. He stated that as part of the process, staff and consultants will be in the field with GIS equipment pinpointing parts of the system including drains and outfalls. Mr. Storer stated that he had explained to the Committee that it would make sense to pinpoint other aspects of the City's infrastructure at the same time. This would include City maintained street lights, water system and sewer system components. He further stated that there are funds available in each CIP that could be used for this project. Mr. Storer stated that the Committee had been supportive when this was discussed and that Councilor Varney had expressed a desire to have the funds set up in a way as to be able to tract the cost of the project. Mr. Storer stated that his staff had discussed this with the finance office staff and it was suggested that the easiest way to tract the cost was to move funds from their current account to a project specific account. He asked that if the Committee was in agreement for them to make a recommendation that full council authorize the finance department staff to make the necessary adjustments from the appropriate account as to cover the cost for each specific funds mapping.

Councilor Walker made a motion to direct the finance department to set up the project specific accounts, using current CIP appropriations listed in the attached memo to cover the cost of the GIS Mapping project. The motion was seconded by Councilor Hamann. The motion passed unanimously.

Councilor Walker made a motion for adjournment at 8:31 PM. Councilor Hamann seconded the motion. The motioned passed unanimously.

Minutes respectfully submitted by Lisa J. Clark, City of Rochester Office Manager.



City of Rochester Dept of Public Works

45 Old Dover Road
Rochester, NH 03867
Phone: (603) 332-4096
Fax: (603) 335-4352

Memo

To: Public Works & Buildings Committee
From: John B. Storer, P.E. Director of City Services
CC: Dan Fitzpatrick, City Manager
Date: November 19, 2015
Re: Approval of GIS Mapping – recommended motion for funding

At the October PWC Meeting we had a presentation on GIS Mapping & Asset Management. The pending MS4 Stormwater Regulations will require that we map all of our stormwater infrastructure and perform an IDDE – Illicit Discharge Detection & Elimination program. So while in the field locating and mapping assets, we need to conduct detailed inspections of all catch basins and drainage systems to make sure there are no sanitary cross-connections.

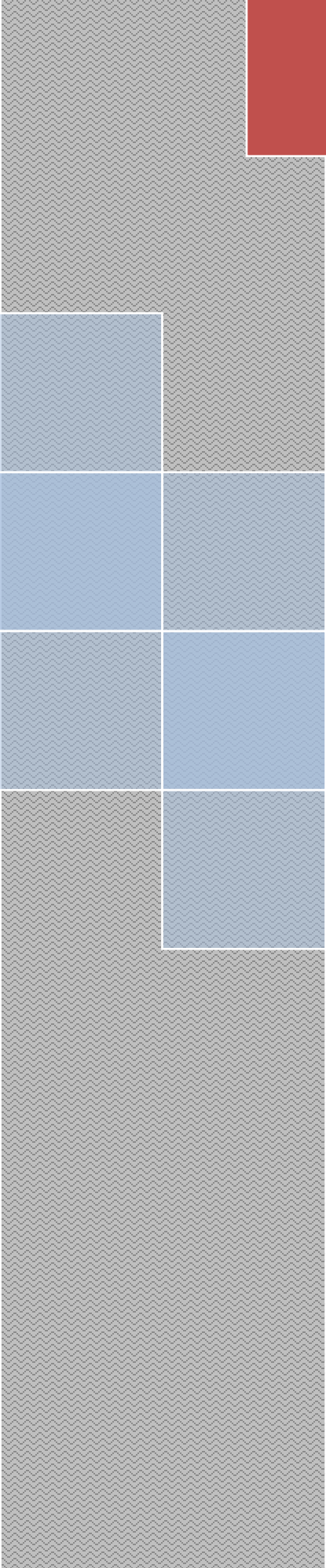
In embarking on the mapping – it makes no sense to employ field GPS equipment where crews would be passing right by municipal water, sewer, and other assets. The time is perfect to gather and locate all of the infrastructure information. The PWC seemed supportive, with the minutes of the October meeting reflecting *"The Committee was positive and encouraging. Vice Chairman Varney suggested that the director complete de-authorizations and appropriations so that the project cost could be tracked."*

DPW Staff reached out to Finance for guidance. Roland Connors, Deputy Finance Director, suggested the easiest way to fund this so it can be tracked is to make the transfers from the existing Capital accounts to another account and to assign a project number. To do so would require City Council Authorization. He suggested having the Public Works Committee make a recommendation to full Council. Suggested motion could be:

Recommend that the full Council direct the Finance Department to set up a project specific account for the GIS Implementation, and to make the necessary transfers from current capital accounts.

<u>Amount Requested</u>	<u>Available Budget</u>
15013010-771000-16522 (MS4) \$110,512	(\$305,000 avail. per CIP Budget)
55016010-771000-15533(Dist Upgrade) \$27,876	(\$93,00+/- avail. per CIP Budget)
55026020-771000-08531(Collection Upgrade) \$21,053	(\$23,000+/- avail. per CIP Budget)
15011090-772000-12565(Street light Renovation) \$3,059	(\$29,000+/- avail. per CIP Budget)

Total of GIS Mapping Proposal \$162,500.



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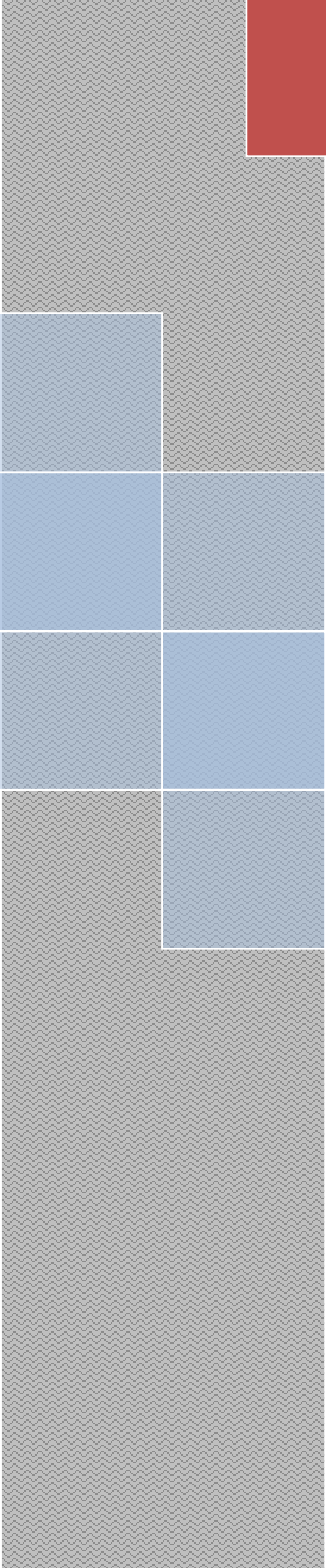
**RESOLUTION DEAUTHORIZING CITY OF ROCHESTER RECREATION AND
ARENA DEPARTMENT CAPITAL IMPROVEMENT PROJECT (CIP) FUNDING FOR
THE VEHICLE AND EQUIPMENT REPLACEMENT PROGRAM**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
ROCHESTER:**

Five Hundred Eighty Two and 64/100 Dollars (\$582.64) of previous appropriation of funds is deauthorized from the FY 2015 Recreation and Arena CIP Fund for the Vehicle and Equipment Replacement Program.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to establish and/or designate such accounts and or account numbers as are necessary to implement the transactions contemplated in this Resolution.

CC FY16 12-01 AB 61



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11/24/15

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT Vehicle and Equipment Replacement Program De-authorization of funds: Recreation

COUNCIL ACTION ITEM <input checked="" type="checkbox"/> INFORMATION ONLY <input type="checkbox"/>	FUNDING REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> * IF YES ATTACH A FUNDING RESOLUTION FORM
--	--

RESOLUTION REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	FUNDING RESOLUTION FORM? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
--	--

AGENDA DATE	December 2015 meeting		
DEPT. HEAD SIGNATURE	Chris Bowlen		
DATE SUBMITTED	November 10, 2015		
ATTACHMENTS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED		

COMMITTEE SIGN-OFF

COMMITTEE	
CHAIR PERSON	

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	Signature on file
CITY MANAGER	Signature on file

FINANCE & BUDGET INFORMATION

FINANCE OFFICE APPROVAL	Signature on file
SOURCE OF FUNDS	
ACCOUNT NUMBER	
AMOUNT	\$582.64
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input type="checkbox"/>	

LEGAL AUTHORITY**City Council De-authorization**

SUMMARY STATEMENT

Deauthorize remaining funds from a cash CIP purchased of pickup truck for the Recreation/Arena Department for FY15.

RECOMMENDED ACTION

Deauthorize the stated amount.

AGENDA BILL - FUNDING RESOLUTION

EXHIBIT

Project Name: Date: Fiscal Year:

Fund (select):

GF Water Sewer Arena CIP Water CIP Sewer CIP Arena CIP Special Revenue Fund Type: Lapsing Non-Lapsing

Deauthorization

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1	15014020	773150	15511	-	-	\$582.64 -
2				-	-	-
3				-	-	-
4				-	-	-

Appropriation

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

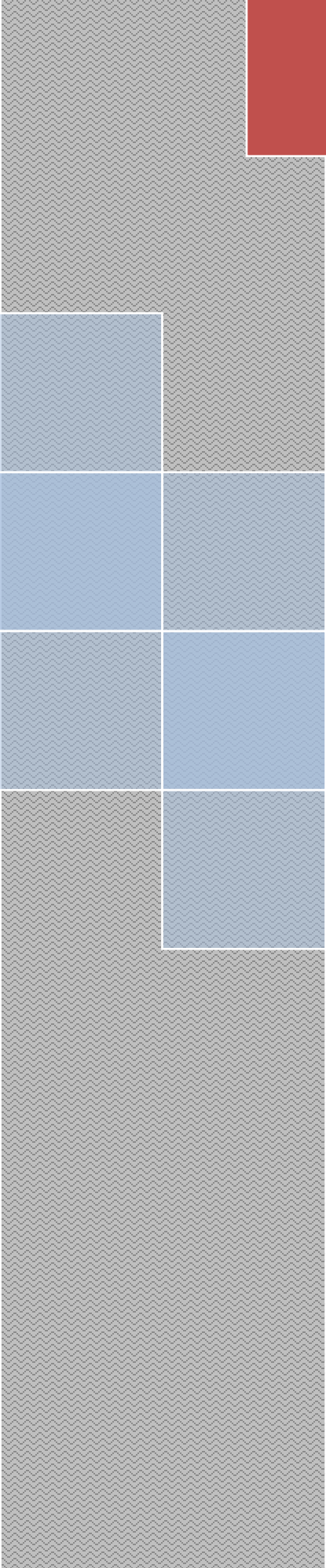
Revenue

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

DUNS # CFDA # Grant # Grant Period: From
To

If de-authorizing Grant Funding appropriations: (select one)

Reimbursement Request will be reduced Funds will be returned



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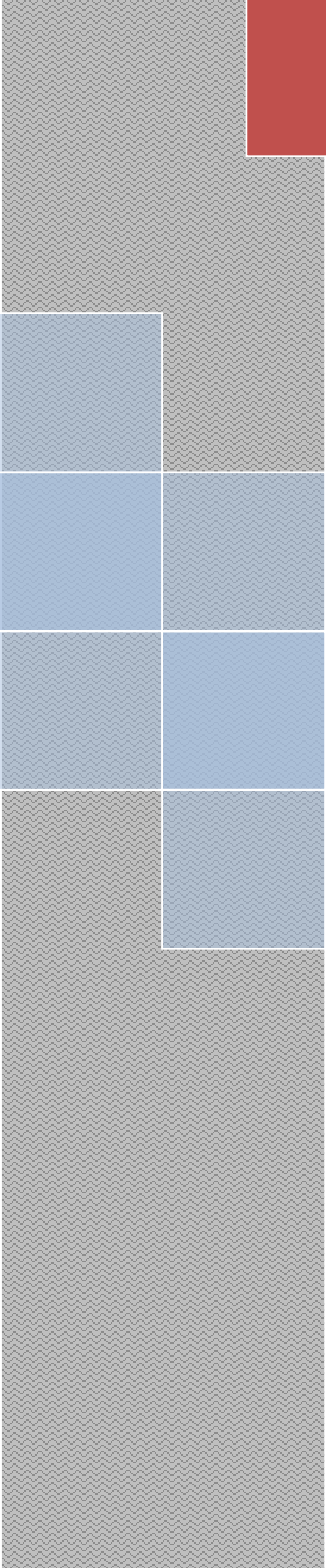
**RESOLUTION PURSUANT TO RSA 33:9 DEAUTHORIZING A PORTION OF THE
BOND AUTHORITY FROM THE SO-CALLED LIBRARY SECURITY SYSTEM
PROJECT IN THE ROCHESTER LIBRARY CAPITAL IMPROVEMENT PROJECT
(CIP) FUND**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
ROCHESTER, AS FOLLOWS:

The Mayor and City Council of the City of Rochester, by adoption of this resolution, in accordance with the provisions RSA 33:9, hereby withdraw and deauthorize Three Dollars (\$3.00) of the previous bond authority for the so-called Library Security System project from the Rochester Library CIP fund.

Furthermore, to the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

CC FY16 12-01 AB 62



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11/24/15

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.****AGENDA SUBJECT**

De-authorize unspent funds in CIP 15532 Library Security System

COUNCIL ACTION ITEM ☒
INFORMATION ONLY ☐FUNDING REQUIRED? YES ☐ NO ☒

* IF YES ATTACH A FUNDING RESOLUTION FORM

RESOLUTION REQUIRED? YES ☒ NO ☐FUNDING RESOLUTION FORM? YES ☒ NO ☐

AGENDA DATE	Dec. 1st 2015		
DEPT. HEAD SIGNATURE	Signature on file		
DATE SUBMITTED	11/10/15		
ATTACHMENTS	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	

COMMITTEE SIGN-OFF

COMMITTEE	
CHAIR PERSON	

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	Signature on file
CITY MANAGER	Signature on file

FINANCE & BUDGET INFORMATION

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	Bonding
ACCOUNT NUMBER	15014030-773800-15532
AMOUNT	3.00
APPROPRIATION REQUIRED	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

LEGAL AUTHORITY

City Council

SUMMARY STATEMENT

The Library security system project is complete. There is a small remaining balance of \$3.00.

RECOMMENDED ACTION

Recommend de-authorization of remaining balance in project 15532 (\$3) and withdraw bond authority.

AGENDA BILL - FUNDING RESOLUTION

EXHIBIT

Project Name: Date: Fiscal Year:

Fund (select):

GF Water Sewer Arena CIP Water CIP Sewer CIP Arena CIP Special Revenue Fund Type: Lapsing Non-Lapsing

Deauthorization

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1	NEW	773800	15532	-	-	3.00 -
2				-	-	-
3				-	-	-
4				-	-	-

Appropriation

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

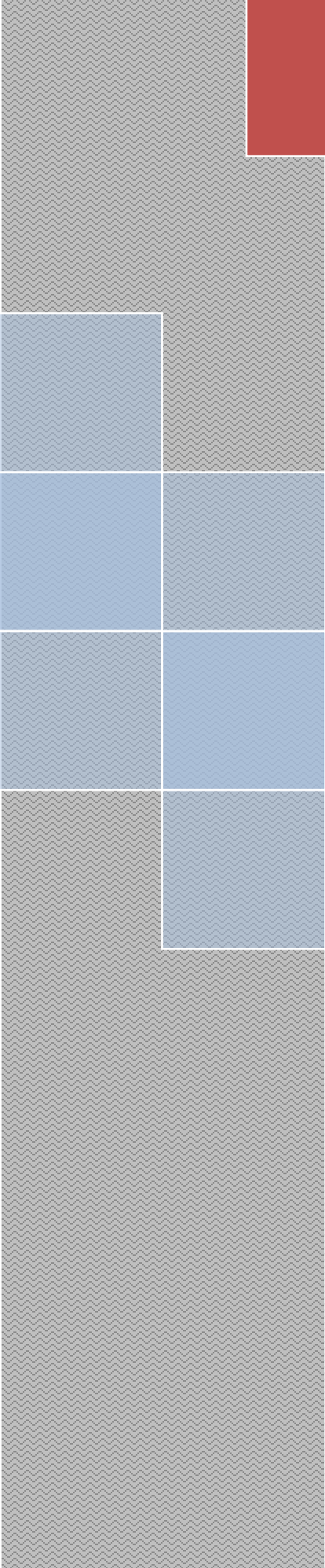
Revenue

	Org #	Object #	Project #	Fed Amount \$	State Amount \$	Local Amount \$
1				-	-	-
2				-	-	-
3				-	-	-
4				-	-	-

DUNS # CFDA # Grant # Grant Period: From
To

If de-authorizing Grant Funding appropriations: (select one)

Reimbursement Request will be reduced Funds will be returned



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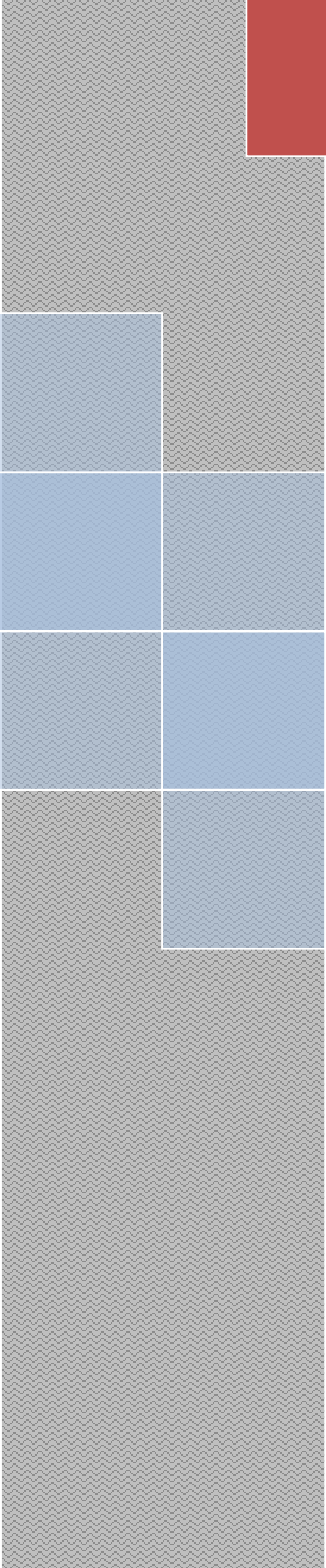
**RESOLUTION ACCEPTING MILLER'S FARM WAY, WINCH WAY, AND RANGE
WAY DRIVE
AS CITY STREETS**

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

That, by adoption of this Resolution, the Mayor and City Council of the City of Rochester hereby accepts so-called Miller's Farm Road, Winch Way, and Range Way Drive at the Villages at Norway Plains as City streets, the location of said streets having been previously approved by the Planning Board in accordance with the provisions of R.S.A. 674:40.

BE IT FURTHER RESOLVED that the City Council "accepts" these roadways in their "as is" condition for the present benefit of the residents of these streets but by the acceptance does not waive, and specifically retains, any claims it may have against the developer of the street or any contractor or other party involved in the construction of the subdivision for any deficiencies that may exist.

CC 2013-09-03 AB 63



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11/24/15

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT
Villages at Norway Plains Road Street Acceptance Phase 1 B

COUNCIL ACTION ITEM <input checked="" type="checkbox"/>	FUNDING REQUIRED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
INFORMATION ONLY <input type="checkbox"/>	* IF YES ATTACH A FUNDING RESOLUTION FORM
RESOLUTION REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	FUNDING RESOLUTION FORM? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

AGENDA DATE	12/1/15		
DEPT. HEAD SIGNATURE	Signature on file		
DATE SUBMITTED	11/24/15		
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED		

COMMITTEE SIGN-OFF

COMMITTEE	
CHAIR PERSON	

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	Signature on file
CITY MANAGER	Signature on file

FINANCE & BUDGET INFORMATION

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	
ACCOUNT NUMBER	
AMOUNT	
APPROPRIATION REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

LEGAL AUTHORITY

City Council.

SUMMARY STATEMENT

NP Rochester Associates, LLC has submitted a request to have all streets portions located in Phase 1 B of the Village at Norway Plains be accepted as City streets.

RECOMMENDED ACTION

Refer to Public Works Committee for Street Acceptance.



Planning and Development
Conservation Commission
Historic District Commission
Arts and Culture Commission

PLANNING & DEVELOPMENT DEPARTMENT
City Hall - Second Floor
31 Wakefield Street,
Rochester, New Hampshire 03867-1917
(603) 335-1338 - Fax (603) 335-7585
Web Site: www.rochesternh.net

Memo

TO: City Council

FROM: James Campbell, Director of Planning and Development

RE: Planning and Development Department support of Street Acceptance Request for portions of Miller's Farm Road, Winch Way, and Range Way Drive for the Villages at Norway Plains Phase 1 B, Tax Map 215 A Lot 12-106

DATE: November 24, 2015

NP Rochester Associates, LLC has submitted a request to have portions of Miller's Farm Road, Winch Way, and Range Way Drive located in Phase 1 B of the Village at Norway Plains be accepted as City streets.

The applicant has submitted the following to the Planning and Development Department and Public Works Department: construction material testing; compaction of base material prior to pavement; sieve analysis of sub-base and material; copy of drainage/utility easement; letter to Mayor; AS-BUILT plan; and, road acceptance plan Phase 1 B.

Upon review of these items, and a site visit, the Planning and Development Department believes the streets have been completed to our satisfaction and conforms to the approved subdivision plans and requirements for the City of Rochester, and thus supports acceptance of these street portions.

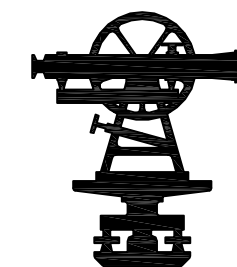
The construction of streets in Phase 1 B is prepared for street acceptance review by the Rochester City Council and Public Works Committee.

If you have any questions, or need any further information, please do not hesitate to ask.

Cc: Owen Friend-Gray, Assistant City Engineer
Terence O'Rourke, City Attorney
File

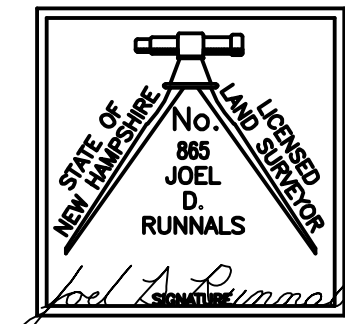
LAND SURVEYORS

SEPTIC DESIGNERS



CIVIL ENGINEERS

TRANSPORTATION PLANNERS



GENERAL SITE PLAN NOTES:

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE AS-BUILT SITE FEATURES THAT WERE DEPICTED ON THE REFERENCED PLAN.
2. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND WERE NOT FIELD LOCATED BY (NPA). NORWAY PLAINS ASSOCIATES, INC. AS-BUILT DRAWINGS WERE SUPPLIED TO NPA BY THE CONTRACTOR, SEVERINO TRUCKING CO., INC. NPA DOES NOT TAKE ANY RESPONSIBILITY FOR THEIR ACCURACY AND/OR LOCATION.
3. NORWAY PLAINS CONFIRMS ACCURACY OF ONLY THOSE FEATURES THAT WERE VISUALLY APPARENT ON THE DATE OF THE SURVEY (JANUARY 02, 2015 & OCTOBER 27, 2015). THE ABSENCE OF SUBSURFACE STRUCTURES, UTILITIES, ETC. FROM THESE PLANS, BUT IN EXISTENCE, IS NOT INTENDED OR IMPLIED.
4. ORIENTATION: HORIZONTAL AND VERTICAL DATUMS - PER ROCHESTER GIS.
5. FOR MORE INFORMATION ABOUT THIS SITE PLAN, CONTACT THE CITY OF ROCHESTER PLANNING DEPARTMENT, 31 WAKEFIELD STREET, ROCHESTER, NH 03867. (603) 335-1338.

REFERENCE PLAN:

1. "SUBDIVISION PLAN FOR ROCHESTER PLAINS, LLC, NORWAY PLAINS ROAD, ROCHESTER, NH" DATED JULY 10, 2012 BY NORWAY PLAINS ASSOCIATES, INC.
2. "ROAD ACCEPTANCE PLAN, LANTERN LANE, MILLER'S FARM DRIVE & RANGEWAY DRIVE, ROCHESTER, NH PREPARED FOR: NP ROCHESTER ASSOCIATES, LLC & THE CITY OF ROCHESTER" DATED JANUARY 2015 BY NORWAY PLAINS ASSOCIATES, INC.

PHASE 1B
AS-BUILT ROAD PLAN
MILLER'S FARM ROAD, WINCH WAY
& RANGEWAY DRIVE
ROCHESTER, N.H.

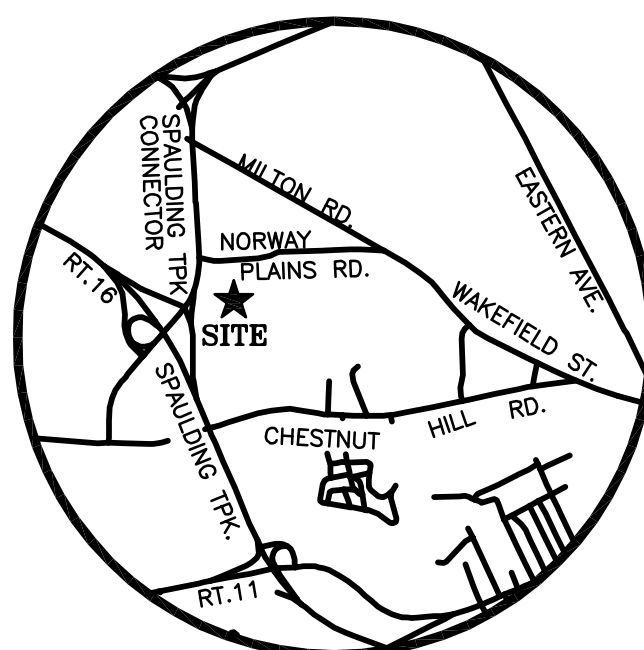
PREPARED FOR:
NP ROCHESTER ASSOCIATES, LLC
& THE CITY OF ROCHESTER

SCALE: 1" = 20' NOVEMBER 2015

GRAPHIC SCALE



1 INCH = 20 FEET



LOCUS MAP
NTS

LEGEND

- HYDRANT
- WATER GATE VALVE
- WATER SERVICE PER SEVERINO'S LOCATION
- SEWER SERVICE PER SEVERINO'S LOCATION
- UTILITY POLE
- SEWER MANHOLE
- CATCH BASIN
- UNDERGROUND UTILITY BOX
- STREET LIGHT
- SPOT GRADE
- SLOPE GRANITE CURB
- STREET / STOP SIGN

FILE NO. 149
PLAN NO. C-2295-AB2
DWG NO. 14186\AB-2
F.B. NO. SDR-TJR

31 Mooney Street, Alton, N.H. 603-875-3948

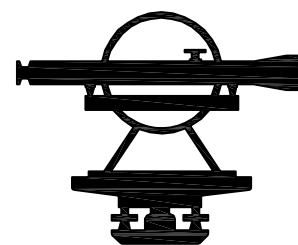
NORWAY PLAINS ASSOCIATES, INC.

2 Continental Blvd., Rochester, N.H. 603-335-3948

AB-2

LAND SURVEYORS - CIVIL ENGINEERS - SEPTIC SYSTEM DESIGNERS

Alton 603-875-3548 Roch. 603-335-3948 P O Box 249 Rochester,NH 03866-0249



ABUTTERS:

- TM 215A-12
2 RANGWAY DR
OPEN SPACE COMMON OWNERSHIP

TM 215A-12-4
TODD J. & TRACY M. MAURER
12 RANGWAY DR
ROCHESTER, NH

TM 215A-12-5
LOREN E. & NANCY J. SMITH
14 RANGWAY DR
ROCHESTER, NH

TM 215A-12-6
PAUL N. & TINA SIROIS
P O BOX 1211
ROCHESTER, NH

TM 215A-12-7
JAMES D. & KATHY SUE &
JESSICA E. SPIELMAN
18 RANGWAY DR
ROCHESTER, NH

TM 215A-0012-0008
JAMES D. LONG &
JENNIFER R. SLOANE
20 RANGWAY DR
ROCHESTER, NH

TM 215A-12-44
DARREL J. DUPUIS
21 MILLER'S FARM DR
ROCHESTER, NH

TM 215A-12-45
BONZA BUILDERS LLC
79 EXETER RD
NORTH HAMPTON, NH

TM 215A-12-46
MICHAEL S. HILL &
DALE MARIE GREY
15 MILLER'S FARM DR
ROCHESTER, NH

TM 215A-12-47
BONZA BUILDERS LLC
79 EXETER RD
NORTH HAMPTON, NH
- TM 215A-12-65
13 RANGWAY DR
OPEN SPACE COMMON OWNERSHIP

TM 215A-12-60
JESSICA L. DAVIDSON
14 LANTERN LN
ROCHESTER, NH

TM 215A-12-61
KEITH G. & JILY JOHNSON
12 LANTERN LN
ROCHESTER, NH

TM 215A-12-62
BEN C. & ACINTYA M. FOSTER
8 LANTERN LN
ROCHESTER

TM 215A-0012-0063
MITCHELL SCOTT &
SAMANTHA BRULOTTE
6 LANTERN LN
ROCHESTER

215A-12-64
ALLEN L. & VERONICA A. SHELLY
4 LANTERN LN
ROCHESTER

TM 215A-12-66
ADAM & JAMIE DIONNE
15 RANGWAY DR
ROCHESTER, NH

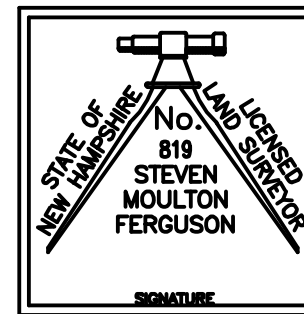
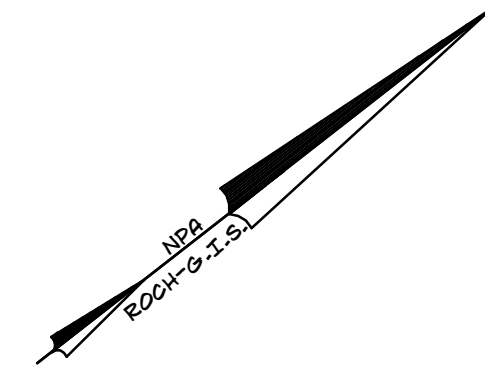
TM 215A-12-67
THOMAS E. & ALYSSA A. PEVEAR
19 RANGWAY DR
ROCHESTER, NH

215A-12-68
VILICUS HOMES INC
11 WHITE HORSE DR
RYE, NH
- TM 215A-12-69
JOHN T. & KARA R. MESSINESE
5 WINCH WAY
ROCHESTER, NH

TM 215A-12-70
BONZA BUILDERS LLC
79 EXETER RD
NORTH HAMPTON, NH

215A-12-71
BONZA BUILDERS LLC
79 EXETER RD
NORTH HAMPTON, NH

215A-12-72
NATALY L. PURINTON
2 WINCH WAY
ROCHESTER, NH



FOR RECORDING
ROCHESTER PLANNING BOARD

CERTIFIED BY _____ DATE _____

REFERENCE PLAN:

- "AMENDED SUBDIVISION PLAN, NORWAY PLAINS ROAD, ROCHESTER, NH,
FOR NP REALTY ASSOCIATES, LLC"
DATED: JULY 2013 BY NORWAY PLAINS ASSOCIATES, INC.
RECORDED: SCRD 106-45, 106-46, 106-47
- "ROAD ACCEPTANCE PLAN PHASE IA, NORWAY PLAINS RD, RANGWAY DR,
LANTERN LN, & MILLER'S FARM RD, ROCHESTER, STRAFFORD COUNTY, NH
FOR NP ROCHESTER ASSOC., LLC & THE CITY OF ROCHESTER, NH"
DATED: DEC 2014 BY NORWAY PLAINS ASSOCIATES, INC.
RECORDED: SCRD 109-83

NOTE:

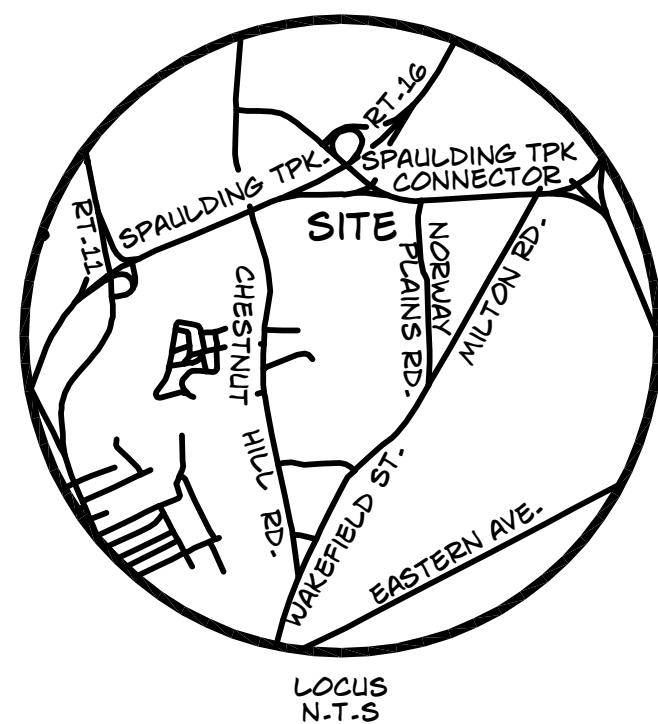
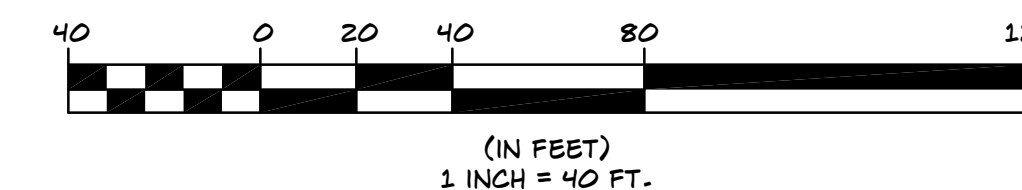
THE PURPOSE OF THIS PLAN IS TO DEPICT THE BOUNDARY OF THAT PORTION OF TM 215A-12-106 THAT IS
PHASE IA OF THE CITY OF ROCHESTER'S ACCEPTANCE OF THE ROAD SYSTEM SHOWN ON THE EXISTING
REFERENCED SUBDIVISION PLANS, AND TO DESIGNATE THE LIMIT AREA OF WINTER SNOW PLOWING.

TAX MAP 215A LOT 12-106
OWNER OF RECORD:
NP ROCHESTER ASSOCIATES, LLC
PO BOX 178
STRATHAM, NH 03885-0178
SCRD BK.4096 PG.385

ROAD ACCEPTANCE PLAN
PHASE IB

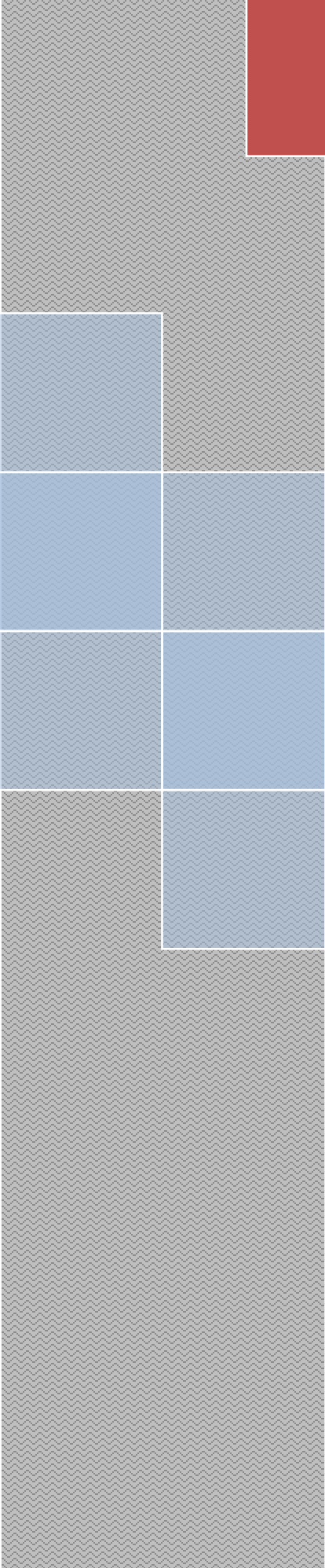
NORWAY PLAINS RD, RANGWAY DR., LANTERN LN.,
WINCH WAY & MILLER'S FARM RD.
ROCHESTER, STRAFFORD COUNTY, NH

FOR: NP ROCHESTER ASSOCIATES LLC
& THE CITY OF ROCHESTER, NH
1"=40' NOVEMBER 2015
GRAPHIC SCALE



FILE NO. 149
PLAN NO. C-2295-RA-IB
DWG. NO. 14186/S-6
F.B. NO. "33" TJR

NORWAY PLAINS ASSOCIATES, INC.



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11/24/15

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.****AGENDA SUBJECT**

GIS Mapping of water, sewer, stormwater & highway infrastructure. Transfer of funds within existing CIP.

COUNCIL ACTION ITEM ☒
INFORMATION ONLY ☐FUNDING REQUIRED? YES ☐ NO ☒
* IF YES ATTACH A FUNDING RESOLUTION FORMRESOLUTION REQUIRED? YES ☒ NO ☐FUNDING RESOLUTION FORM? YES ☒ NO ☐

AGENDA DATE	December 1, 2015	
DEPT. HEAD SIGNATURE	John B. Storer, P.E. (original on file with City Clerk)	
DATE SUBMITTED	November 24, 2015	
ATTACHMENTS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	

COMMITTEE SIGN-OFF

COMMITTEE	Public Works & Buildings
CHAIR PERSON	Ralph Torr

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	signature on file
CITY MANAGER	signature on file

FINANCE & BUDGET INFORMATION

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	Current CIP
ACCOUNT NUMBER	TBD
AMOUNT	\$162,500
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

LEGAL AUTHORITY

City Council Authorization

SUMMARY STATEMENT

At the October Public Works & Buildings Committee Meeting there was a presentation on GIS Mapping & Asset Management. The pending MS4 Stormwater Regulations will require that we map all of our stormwater infrastructure and perform an IDDE – Illicit Discharge Detection & Elimination program. So while in the field locating and mapping assets, we need to conduct detailed inspections of all catch basins and drainage systems to make sure there are no sanitary cross-connections.

In embarking on the mapping – it makes no sense to employ field GPS equipment where crews would be passing right by municipal water, sewer, and other assets. The time is perfect to gather and locate all of the infrastructure information. The PWC seemed supportive, with the minutes of the October meeting reflecting “The Committee was positive and encouraging. Vice Chairman Varney suggested that the director complete de-authorizations and appropriations so that the project cost could be tracked”

DPW Staff reached out to Finance for guidance. Roland Connors, Deputy Finance Director, suggested the easiest way to fund this so it can be tracked is to make the transfers from the existing Capital accounts to another account and to assign a project number. To do so would require City Council Authorization.

At their November 19 meeting, the Public Works Committee approved a motion to make a recommendation to the City Council to approve funding from existing capital accounts.

RECOMMENDED ACTION

City Council direct the Finance Department to set up a project specific account for the GIS Implementation, and to make the necessary transfers from current capital accounts.

Amount Requested	Available Budget
15013010-771000-16522 (MS4) \$110,512	(\$305,000 avail. per CIP Budget)
55016010-771000-15533(Dist Upgr.) \$27,876	(\$93,00+/- avail. per CIP Budget)
55026020-771000-08531(Collection Upgr.) \$21,053	(\$23,000+/- avail.per CIP Budget)
15011090-772000-12565(Str. light Renov.) \$3,059	(\$29,000+/- avail. per CIP Budget)

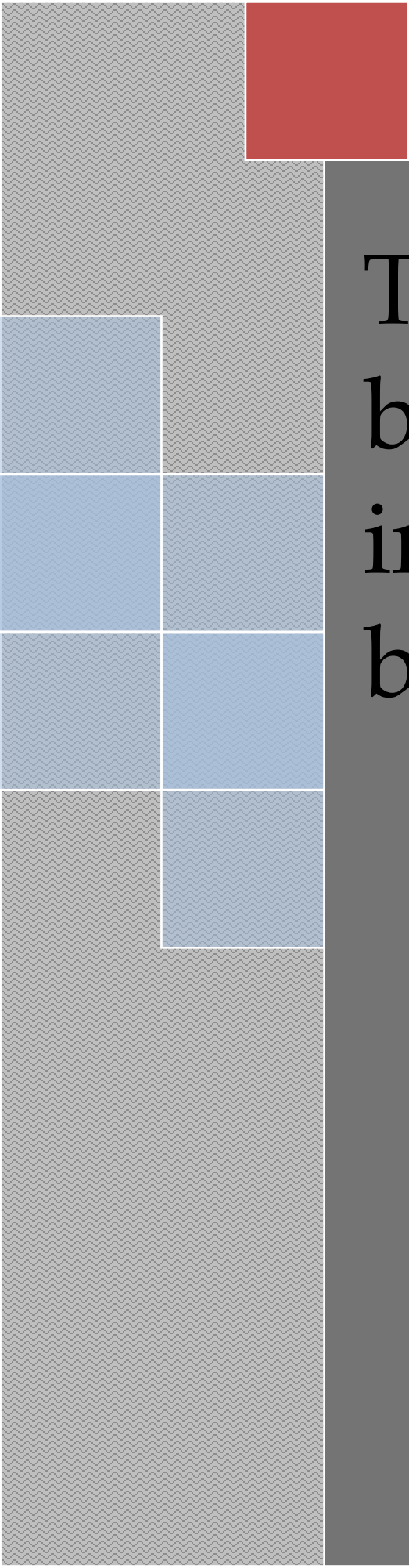
Proposed per 21.4 without change:

Last	First	Notes	Initial term expire date	Initial term
Brown	Robert		Jan-19	3yrs
Clough	Richard		Jan-19	3yrs
Colson	David		Jan-19	3yrs
Colson	Sheila	current chair	Jan-19	3yrs
Barry	Kevin	out of town	Jan-18	2yrs
Cadorette-Strogen	Joan	out of town	Jan-18	2yrs
Dowe	Regan		Jan-18	2yrs
Roberts	Paul		Jan-18	2yrs
Turgeon	Jeff		Jan-18	2yrs
Anctil	David	current chair	Jan-19	3yrs
Bickford	Dale		Jan-19	3yrs
City Council			Board appt	Board appt
School Board			Board appt	Board appt

21.4 Term and Officers of Commission. The terms of the City Council and School Board Commissioners shall be commensurate with their terms of service on their respective boards. Commencing January, 2016, the eleven (11) five (5) Commissioners shall be appointed for a one (1), two (2) and three (3) year terms and six (6) Commissioners shall be appointed for a three (3) year term as determined by the City Council. Thereafter, all appointments and reappointments shall be for a term of three (3) years. The Mayor shall appoint the chairman and the commission shall, from its own members, elect a secretary and other necessary officers to serve for one year or until their successors are elected.

With the change one possibility:

Combined	Note	Old Term Expires	Initial Term Expires	
Cadorette-Strogen, Joan	Out of town	2017	2017	1 Yr
Turgeon, Jeffrey		2017	2017	1 Yr
Roberts, Paul		2017	2017	1 Yr
Dowe, Regan		2017	2018	2 Yrs
Barry, Kevin	Out of town	2017	2018	2 Yrs
Anctil, David	Current chair	2018	2018	2 Yrs
Bickford, Dale		2018	2018	2 Yrs
Brown, Robert		2016	2019	3 Yrs
Clough, Richard		2016	2019	3 Yrs
Colson, David		2016	2019	3 Yrs
Colson, Sheila	Current chair	2016	2019	3 Yrs
School Board		NA	NA	
City Council		NA	NA	



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11/24/15

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT

Amendment to Chapter 21.4

COUNCIL ACTION ITEM ☒
INFORMATION ONLY ☐FUNDING REQUIRED? YES ☐ NO ☒
* IF YES ATTACH A FUNDING RESOLUTION FORMRESOLUTION REQUIRED? YES ☒ NO ☐FUNDING RESOLUTION FORM? YES ☐ NO ☒

AGENDA DATE	December 1, 2015	
DEPT. HEAD SIGNATURE		
DATE SUBMITTED	11/24/2015	
ATTACHMENTS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	

COMMITTEE SIGN-OFF

COMMITTEE	
CHAIR PERSON	

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	Signature on file
CITY MANAGER	Signature on file

FINANCE & BUDGET INFORMATION

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	
ACCOUNT NUMBER	
AMOUNT	
APPROPRIATION REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

LEGAL AUTHORITY

City Council - Vote to Accept the Amendment to Chapter 21.4

SUMMARY STATEMENT

Councilor Gray is proposing a change to Chapter 21.4 Term and Officers of Commission. Proposed changes are outlined in red ink on the Amendment.

RECOMMENDED ACTION

Approve the Amendment as written.

**RESOLUTION PURSUANT TO RSA 34:1 ESTABLISHING A SCHOOL BUILDING
CAPITAL RESERVE FUND**

**BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF
ROCHESTER, AS FOLLOWS:**

By adoption of this Resolution, the City Council establishes a Capital Reserve Fund pursuant to RSA 34:1 for the purpose of rehabilitating, enlarging, replacing, and/or constructing new school facilities and/or the purchase of land for the enlargement of existing school facilities and/ or siting of new school facilities. The name of such fund shall be the School Building Fund.

The City Council, at its sole discretion, may appropriate monies to said School Building Fund through the annual budgeting process and/or use of Unassigned General Fund fund balance. No transfer of a specific fiscal year's annual surplus to the School Building Fund shall be considered until after the annual audit presentation by the independent auditor and confirmation of the stated surplus. The City Council may also accept and appropriate gifts, legacies and trusts to the School Building Fund. Funds from the City's unencumbered surplus funds may be transferred into the School Building Fund after a 3/4 vote of the City Council. All other appropriations to the School Building Fund require a majority vote of the City Council.

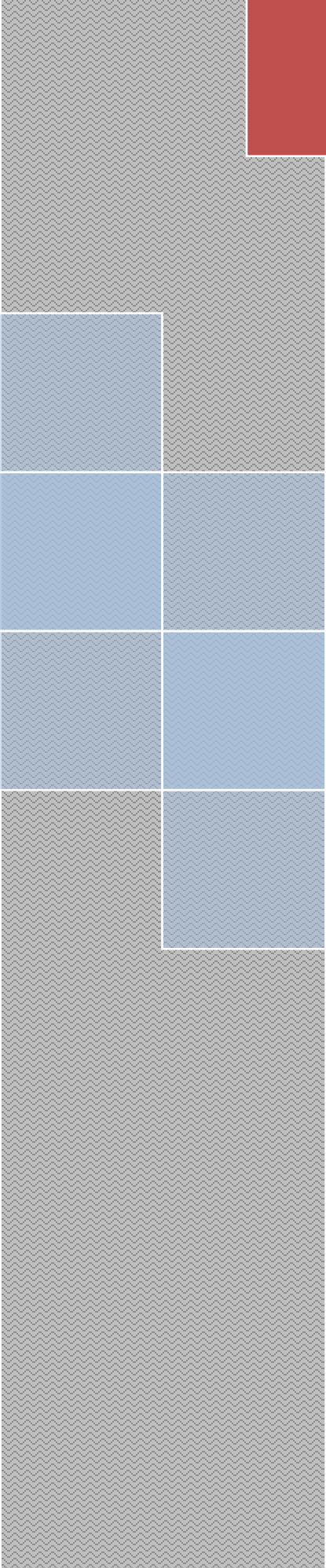
Expenditure of funds from the School Building Fund is at the sole discretion of the City Council.

Pursuant to RSA 34:6, the Trustees of Trust Funds shall have custody of all capital reserves transferred to the School Building Fund. The Trustees of the Trust Fund will hold the monies appropriated to the School Building Fund in a separate account. Appropriations made to the School Building Fund will be paid over to the Trustees of the Trust Fund after July 1 but prior to June 30 of the fiscal year of the appropriation.

The City Council may dissolve the School Building Fund at its sole discretion. Upon dissolution of any portion of said fund appropriated from the General Fund said funds will lapse to surplus (Undesignated General Fund fund balance) and cannot be repurposed directly to a different capital fund or project. Any funds contained in the School Building Fund accepted and appropriated from gifts, legacies or trusts may be redirected at the discretion of the City Council.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

CC FY16 12-01 AB 64



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**FINANCE COMMITTEE AGENDA ITEM # 3.2**

11/24/15

City of Rochester Formal Council Meeting**AGENDA BILL****Referred from City Council Mtg to Finance****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT School Building Capital Reserve Fund Request

COUNCIL ACTION ITEM ☒
INFORMATION ONLY ☐FUNDING REQUIRED? YES ☒ NO ☐
* IF YES ATTACH A FUNDING RESOLUTION FORMRESOLUTION REQUIRED? YES ☐ NO ☒
(to be acted upon at a later date)FUNDING RESOLUTION FORM? YES ☐ NO ☒
(to be acted upon at a later date)

AGENDA DATE	September 15, 2015		
DEPT. HEAD SIGNATURE			
DATE SUBMITTED	August 28, 2015		
ATTACHMENTS YES <input type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED		

COMMITTEE SIGN-OFF

COMMITTEE	
CHAIR PERSON	

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	
CITY MANAGER	

FINANCE & BUDGET INFORMATION

DIRECTOR OF FINANCE APPROVAL	
SOURCE OF FUNDS	O&M as well as un-designated fund balance.
ACCOUNT NUMBER	(to be acted upon at a later date)
AMOUNT	(to be determined at a later date)
APPROPRIATION REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	(to be acted upon at a later date)

LEGAL AUTHORITY

RSA 34

SUMMARY STATEMENT

Refer to attached correspondence from Superintendent Hopkins sent to City Manager Fitzpatrick.

RECOMMENDED ACTION

Receive & consider School Department request.

City of Rochester School Department

Mr. Michael Hopkins
 Superintendent of Schools
 e-mail: hopkins.m@rochesterschools.com

Mrs. Mary A. Moriarty
 Assistant Superintendent of Schools
 e-mail: moriarty.m@rochesterschools.com

Ms. Linda Casey
 Business Administrator
 e-mail: casey.l@rochesterschools.com

Mrs. Christiane Allison
 Director of Student Services
 e-mail: allison.c@rochesterschools.com

Office of the Superintendent
 150 Wakefield Street
 Suite #8
 Rochester, NH 03867-1348
 (603) 332-3678
 FAX: (603) 335-7367



August 28, 2015

RECEIVED
 SEP 8 2015
 FINANCE OFFICE
 CITY OF ROCHESTER

CITY OF
 Received
 SEP 8 2015
 City Manager
 ROCHESTER

Mr. Daniel Fitzpatrick, City Manager
 Rochester City Hall
 31 Wakefield Street
 Rochester, NH 03867

Dear Mr. Fitzpatrick:

At its regular meeting of August 13, 2015, the Rochester School Board unanimously approved a request to City Council with the following motion:

"Request that the Rochester City Council exercise its authority under NH RSA 34 to establish a School Building Capital Reserve Fund (SBCRF) on the following terms and conditions: A. The fund shall be used for the financing of all or part of the cost of the construction, reconstruction, or acquisition of school buildings for the Rochester School District and, as necessary, the acquisition of land for such buildings, all such construction, reconstruction, or acquisition to be pursuant to the relevant provisions of NH RSA 199; B. The fund shall be established as soon as possible; and C. The SBCRF shall be funded from: i. Money raised and appropriated for that purpose as part of the School District's annual Operating Budget; and, ii. Up to one-half of any unencumbered surplus funds remaining on hand at the end of the fiscal year in the School District's Operating Budget, subject annually to the requisite approval of the City Council pursuant to NH RSA 34:3 II or successor statutes. Also to direct the Superintendent to include in each year's Operating Budget for the School District, beginning with Fiscal Year 2017 and continuing until further vote of the School Board an appropriation of \$500,000 to be paid into said Capital Reserve Account."

I hereby request on behalf of the School Board, that this request be placed the City Council Agenda for review and consideration by the Council. I look forward to hearing from you with regard to the meeting date Council will be considering the above requests.

Yours truly,

Michael L. Hopkins
 Superintendent of Schools

MLH/mgm

cc Rochester City Council ✓

LETTER OF TRANSMITTAL

TO: Mayor Jean & Finance Committee
 FROM: Blaine Cox, Deputy City Manager
 DATE: November 5, 2015
 SUBJECT: Capital Reserve Fund Information

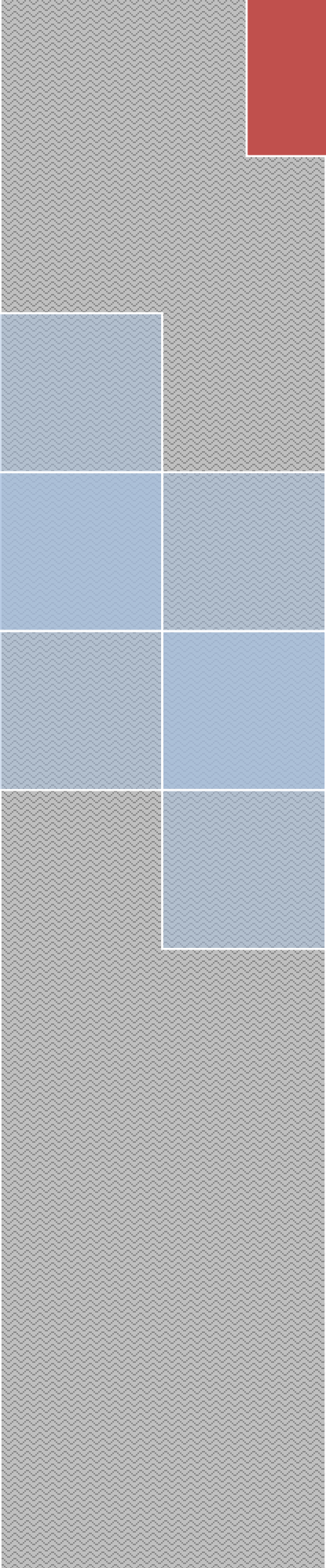
With regard to the School Department request regarding a capital reserve fund, there are five specific issues that the Finance Committee/ City Council should consider: (1) the specific purpose should be clearly defined, (2) the creation must be outlined and follow specific statutory requirements, (3) the funding mechanisms should be clearly defined, (4) how and when expenditures are to be made from the fund should be stipulated and (5) custody and management of the funds should be addressed.

Based upon the discussions of the Committee at the October meeting, I submit the following draft language below for the Committee's consideration.

1. Establish a capital reserve fund under the provisions of RSA 34 to be known as the ***School Building Fund*** for the purpose of rehabilitating, enlarging, replacing and/or constructing new school facilities and/or the purchase of land for the enlargement of existing school facilities and/or siting of new school facilities. Expenditures from this fund for any other purposes are expressly disallowed.
2. The ***School Building Fund*** is to be created and funded at the sole discretion of the City Council.
3. Any/ all appropriations made to the ***School Building Fund*** will be for specific dollar amounts. Appropriations to this fund will not pre-determined as a percentage of unspent appropriations and will not be stipulated as an amount "up to."
4. The City Council may appropriate monies to the ***School Building Fund*** through one or more of the following:
 - 4.1 Straight appropriations
 - 4.2 Use of Undesignated General Fund fund Balance
 - 4.3 Acceptance & appropriation of gifts, legacies & trusts
5. The City Council will have the sole discretion to determine the frequency and amounts appropriated to the ***School Building Fund***.
6. Expenditure of funds from the ***School Building Fund*** are the sole discretion of the City Council and may only occur pursuant to specific authorization of the City Council.
7. All funds appropriated to the ***School Building Fund*** will be in the custody of the Trustees of the Trust Fund. The Trustees of the Trust Fund will hold the monies appropriated to the ***School Building Fund*** in a separate account. Appropriations will be

paid over to the Trustees of the Trust fund after July 1 but prior to June 30 of the fiscal year of the appropriation.

8. The City Council may dissolve the ***School Building Fund*** at its sole discretion. Upon dissolution, any funds appropriated to the School Building Fund will lapse to surplus (undesignated General Fund fund balance). The funds contained in the School Building Fund cannot be “re-purposed” directly to a different capital fund or project.



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**AMENDMENTS TO CHAPTER 5 OF THE GENERAL ORDINANCES OF THE
CITY OF ROCHESTER REGARDING SALARIES OF MUNICIPAL ELECTION
OFFICIALS**

THE CITY OF ROCHESTER ORDAINS:

That Chapter 5 of the General Ordinances of the City of Rochester regarding the salaries of municipal election officials and currently before the Rochester City Council, be amended as follows:

5.3 Elected Officials.

The following salaries shall be paid to the following city officials:

(a) Effective January 1, 2008:

- (1) Mayor - \$2,400.00 per year in addition to salary as City Councilor;
- (2) Deputy Mayor - \$100.00 per year in addition to salary as City Councilor;
- (3) City Councilor - \$1,000.00 per year, plus \$10.00 per meeting for each member of a regular, workshop or special city council committee attending a meeting of such committee of which a quorum is present. The chairman of any regular or special committee of the city council shall receive an additional \$100.00 per year;
- (4) School Board Member - \$1,000.00 per year, plus \$10.00 per meeting for each member of a regular, workshop or special school board committee attending a meeting of such committee of which a quorum is present. The chairman of any regular or special committee of the school board shall receive an additional \$100.00 per year;
- (5) Police Commissioner - \$1,000.00 per year;
- (6) Election Officials
 - A. Ward Moderator - ~~\$125.00~~ **\$150.00** per day
 - B. Ward Clerk - ~~\$100.00~~ **\$125.00** per day
 - C. Selectman - ~~\$100.00~~ **\$120.00** per day
 - D. Checklist Supervisor - ~~\$125.00~~ **\$150.00** per election or session day
 - E. Checklist Supervisor Chairman – none [3]
 - F. Ballot Clerk - ~~\$85.00~~ **\$100.00** per day
 - G. In the event that an election official, ~~other than a checklist supervisor~~, shall perform duties and/or attend any election related activity approved by the City Clerk and lasting four (4) or less hours, the election official(s) in question shall receive a per diem payment for the performance of such duties

or attending such activity at a rate one-half that provided for in subparagraphs 6(a)(b)(c) and (f) above. ~~Checklist Supervisors, including the Chairman, shall receive a per diem payment of \$125.00 for performing such duties or attending such activities.~~

This amendment shall take effect on January 1, 2016.



11/24/15

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT

Amendment to Chapter 5 Salaries

COUNCIL ACTION ITEM ☒
INFORMATION ONLY ☐FUNDING REQUIRED? YES ☐ NO ☒
* IF YES ATTACH A FUNDING RESOLUTION FORMRESOLUTION REQUIRED? YES ☒ NO ☐FUNDING RESOLUTION FORM? YES ☐ NO ☒

AGENDA DATE	November 4, 2015	
DEPT. HEAD SIGNATURE	Signature on file	
DATE SUBMITTED	11/24/2015	
ATTACHMENTS No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	

COMMITTEE SIGN-OFF

COMMITTEE	Codes and Ordinances
CHAIR PERSON	Signature on file

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	Signature on file
CITY MANAGER	Signature on file

FINANCE & BUDGET INFORMATION

FINANCE OFFICE APPROVAL	N/A
SOURCE OF FUNDS	
ACCOUNT NUMBER	
AMOUNT	
APPROPRIATION REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

LEGAL AUTHORITY

City Council - Vote to Accept the Amendments.

SUMMARY STATEMENT

Minutes from October 6, 2015 :

"Mayor Jean said a discussion took place regarding Election Officials' salaries. He MOVED that the Election Officials stipends be increased as follows:

- Moderator from \$125 to \$150
- Ward Clerk from \$100 to \$125
- Supervisor of the Checklist from \$125 to \$150
- Selectman from \$100 to \$120
- Ballot Clerks from \$85 to \$100

Councilor Lachapelle seconded the motion. A discussion ensued about the Supervisors of the Checklist salary in regards to the half hour Supervisors Sessions. It was determined that this would not be a part of this motion; however, since the workload for such sessions has decreased, so should the salaries. Councilor Gray suggested making the effective date beginning on January 1, 2016. Councilor Keans agreed. She said salaries should not be increased during the active terms of office. Mayor Jean said since no effective date was stated in his motion, he would be agreeable to slating January 1, 2016, as the effective date. Councilor Lachapelle, who seconded the motion, agreed to the change. Mayor Jean called for a vote on the motion to increase the Election Officials salaries as stated above and include the effective date as January 1, 2016. The MOTION CARRIED by a unanimous voice vote."

In addition, due to the fact that the workload for the Supervisors of the Checklist at the Supervisors Session has been greatly reduced, the City Clerk suggests that the salary for the Supervisors be cut in half for the Supervisors sessions. This would be the same as what exists for the Moderators Sessions.

RECOMMENDED ACTION

Approve the Amendment as written.



11/24/15

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT

New Scholarship Funds for Rochester Trust Fund

COUNCIL ACTION ITEM ☒
INFORMATION ONLY ☐FUNDING REQUIRED? YES ☐ NO ☒
* IF YES ATTACH A FUNDING RESOLUTION FORMRESOLUTION REQUIRED? YES ☐ NO ☒FUNDING RESOLUTION FORM? YES ☐ NO ☒

AGENDA DATE	December 1, 2015		
DEPT. HEAD SIGNATURE	Kelly Walters, signature on file		
DATE SUBMITTED	11/24/2015		
ATTACHMENTS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	7

COMMITTEE SIGN-OFF

COMMITTEE	
CHAIR PERSON	

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	signature on file
CITY MANAGER	signature on file

FINANCE & BUDGET INFORMATION

FINANCE OFFICE APPROVAL	N/A
SOURCE OF FUNDS	
ACCOUNT NUMBER	
AMOUNT	
APPROPRIATION REQUIRED	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

LEGAL AUTHORITY

City Council.

SUMMARY STATEMENT

On November 2, 2015, the City Clerk received a letter from the Charter Trust Company, informing the City that the Principal of Spaulding High School has turned over three scholarship funds which the administration at Spaulding High School has been handling for many years, to the Rochester Trustees of the Trust Fund.

Please find more information attached to this agenda bill.

RECOMMENDED ACTION

Approve the New Scholarship Funds for the Rochester Trust Fund.



Creating
&
Managing
Wealth

November 2, 2015

Ms. Kelly Walters, City Clerk
City Hall, 31 Wakefield Street
Rochester, NH 03867

Re: New Scholarship Funds for Rochester Trust Funds

Dear Ms. Walters:

The Principal of Spaulding High School has turned over to the Rochester Trustees of Trust Funds three scholarship funds which the administration at Spaulding High School have been handling for many years.

The first fund is the Arlene Meyer Scholarship Fund. Enclosed is a copy of of Mrs. Meyer's Will with the scholarship bequest highlighted on Page2, Item 3, Paragraph 3.1. The purpose is to provide a scholarship for one or more students who will be attending nursing school. The balance the Trustees received was \$38,618.78.

The second fund is the Rochester Spaulding High School Scholarship for a student who is planning a career in the teaching profession. As you can see from the attached statement, the terms are very sparse. The only records the High School had on this fund was that originally \$4,105.16 was given to the High School Principal in March 1989, and a scholarship was given out each year directly by the High School. The balance when the funds were turned over to the Trustees was \$2,598.77.

I confirmed with NH Charitable Trusts that since the terms of both the Arlene Meyer Scholarship Fund and the Rochester Spaulding High School Scholarship do not specify if principal can be used, both can use income and principal to pay a scholarship. These two funds have been combined with other funds the trustees hold into one account at Charter Trust Company entitled Common Funds – Expendable for better investment purposes.

The third fund is the Kevin Campbell Memorial Scholarship Fund for which the Trustees received \$19,161.28. This fund was created by Kevin Campbell's father, Don, upon the death of his son in 1990. A copy of Kevin's obituary and the original brief terms of the scholarship are enclosed. Mr. Campbell and his daughter, Kelli Allen, recently revised the terms of the Fund, and a copy of the new terms are enclosed. Since this fund cannot use principal, it has been added to the account at Charter for Common Funds.

54 Wakefield Street

PO Box 1462

Rochester, New Hampshire

05866-1462

605-224-1550

fax 866-551-8165

www.chartertrust.com

Ms. Kelly Walters, City Clerk
City of Rochester
November 2, 2015
Re: New Scholarship Funds for Rochester Trust Funds
Page 2

Please present these new scholarship funds to the City Council for approval. I would appreciate receiving a copy of the minutes or vote showing the City Council has approved the acceptance of these funds so I may forward it to the NH Charitable Trusts.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Candace L. Howard".

Candace L. Howard
Administrative Officer

Enclosures

Copy to Robert Pallas, David Ouellette, Tracy Walbridge

This instrument prepared by:
 STEPHEN D. CARLE of
 HODGES & CARLE, P.A.
 P. O. Box 548
 38410 North Avenue
 Zephyrhills, FL 33539-0548
 Telephone: (813) 782-7196

FILE COPY

Original filed with
 court 10/20/08

jsc

Last Will and Testament of Arlene M. Meyer

I, ARLENE M. MEYER, of Pasco County, Florida, do make, declare, and publish this to be my will, hereby revoking all wills and codicils which I have made previously.

ITEM 1

PERSONAL REPRESENTATIVE

I nominate and appoint MARGARET HUSTON, 35029 Zephyr Shores Avenue, Zephyrhills, Florida 33541, as personal representative of my will. I direct that my personal representative appointed to serve under this will, whether original or successor, be permitted to qualify and serve without giving bond in this or any other jurisdiction. Any reference in this will to "personal representative" shall mean the personal representative then serving from time to time under this will, whether original or successor. No successor personal representative shall be liable for any act of any predecessor personal representative. Any use of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

ITEM 2

PAYMENT OF DEBTS, EXPENSES, AND TAXES

I direct that all debts that shall be legally owing by me, my funeral expenses and the expenses of administration of my estate be paid by my personal representative as soon as practical, except that my personal representative may pay any debt secured by real estate, whether by mortgage or by any other security instrument, or permit such real estate to pass subject to such debt. I further direct my personal representative to pay all estate, inheritance, and death taxes that shall be imposed and which shall be payable with respect to any devise, legacy, or distribution under this will or that shall be imposed by reason of my death, including such taxes on proceeds of insurance on my life, whether or not the property, transfer, or proceeds with respect to which said taxes are levied are a part of my testamentary estate at my death. Such taxes so paid by my personal representative shall

Last Will and Testament of ARLENE M. MEYER - Page 2

be charged against and paid from my Residuary Estate. I authorize my personal representative to claim any expenses of administration of my estate as income tax deductions upon an income tax return or returns whenever the personal representative deems such action advisable to achieve an overall reduction in the income and death taxes payable by my estate. I further direct no compensating adjustments between income and principal shall be required or made as a result of such action.

ITEM 3SPECIFIC AND CASH DEVISES

3.1 Certificate of Deposit at Wachovia. I devise my Certificate of Deposit at Wachovia Bank, which is in the approximate amount of \$50,000.00, to SPALDING HIGH SCHOOL in Rochester, New Hampshire, for the specific purpose of providing a scholarship for one or more individuals who wish to pursue a nursing career. This money should be used to allow the recipient to attend nursing school and the money may be used, as appropriate, to assist more than one individual.

3.2 Cash Devise. I devise the sum of \$5,000.00 to PHYLLIS LINARD, of Zephyr Shores, Zephyrhills, Florida, if she survives me.

DISPOSITION OF RESIDUARY ESTATE

All the rest and residue of my estate, of every kind and character, whether the same be real, personal, or mixed, and wherever situate, shall be referred to as my "Residuary Estate." I give, devise and bequeath my Residuary Estate, subject to the charge of all death taxes, as provided in ITEM 2, as follows:

1. Two-thirds to JEFFERY HUSTON, with the request that he use these funds, as appropriate, to help provide an education for his children.
2. One-third to GREGORY HUSTON, with the request that he use these funds, as appropriate, to help provide an education for his children.

ITEM 4SIMULTANEOUS DEATH

If any beneficiary or beneficiaries under this will die with me in a common accident or disaster, or under such circumstances which make it difficult or impossible to determine which of us died first, I direct that I be deemed to have survived such beneficiary or beneficiaries and that this will be so construed.

Last Will and Testament of ARLENE M. MEYER - Page 3ITEM 5MISCELLANEOUS PROVISIONS

5.1 Dealing with Personal Representative. No person dealing with the personal representative in any capacity shall be bound to inquire into the capacity to act on the part of the personal representative or into the authority for, or propriety of, any act or to see to the application or disposition of any money or other property paid, delivered, or loaned to the personal representative.

5.2 Income During Administration. During the period of administration of my estate, the personal representative shall be authorized to make distributions of the income of the estate to the same persons, and in the same proportions, as might be made if the administration were completed.

5.3 Disposition of Assets. I authorize the personal representative, without the order of any court, to sell and convey any of my real estate or personal property not specifically devised or bequeathed by me at public or private sale, without the joinder of any beneficiary, in such manner and upon such terms and for such prices as may seem best; and on every sale of real estate the proceeds are to be deemed and treated as forming part of my personal estate.

5.4 Waiver of Inventory Reports and Appraisal. I authorize my personal representative to administer and settle my estate without the necessity of filing an inventory or making any report or final settlement with any court to the extent permitted by law. I expressly waive appraisal of my estate in the event an appraisal shall be required by law.

5.5 Discretionary Powers. In addition to and not in limitation of all common law and statutory authority and all powers otherwise granted in this will, the personal representative shall have the following specific discretionary powers, duties and obligations:

(a) Investments. To hold and retain as investments all property of every kind and description which shall at the time of my death be included in my estate.

(b) Diversification. To acquire, by purchase or otherwise, and retain temporarily or permanently all kinds of realty and personalty without regard to principles of diversification.

(c) Borrowing. To borrow money if the personal representative deems it advisable in the administration of my estate upon such terms and conditions as my personal representative deems advisable.

(d) Leases. To enter into leases extending beyond the period of administration of this estate.

(e) Distribution. To make distribution in cash or in kind or partly in each,

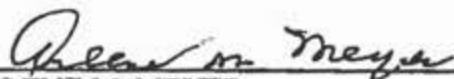
Last Will and Testament of ARLENE M. MEYER - Page 4

even if shares be composed differently.

(f) Responsibility. To exercise, in general, all powers with respect to the property included in my estate which any individual would exercise in the management of similar property owned in his own right and not be responsible for losses, if any, resulting from honest mistakes of judgment.

5.6 Distributions to Minors. Whenever my personal representative is authorized or directed to pay any money or to deliver any property to, or to use any money or property for the benefit of any minor, my personal representative shall not require the appointment of a guardian, but I authorize the personal representative in the personal representative's sole discretion to retain any part of such money or property during such minor's minority or to deliver all or any part of such money or property, without the necessity of requiring bond, to the guardian of the person or property of such minor or to the person with whom such minor may reside or to such minor. The receipt of any such person for such money or property shall discharge the personal representative irrespective of the age or other qualifications of such person.

In Witness Whereof, I have signed and sealed and do publish and declare these presents as and for my Last Will and Testament in the presence of the witnesses attesting the same this 13th day of February, 2006.


ARLENE M. MEYER

Signed, declared, and published by the said ARLENE M. MEYER, as and for testator's last will and testament, in the presence of us, the undersigned, who, at testator's request and in testator's sight and presence, and in the sight and presence of each other, have subscribed our names hereto as attesting witnesses the day and date above written.

Name

Address


Zephyrhills, Florida


Zephyrhills, Florida

AFFIDAVIT PROVING LAST WILL AND TESTAMENT

STATE OF FLORIDA)

COUNTY OF PASCO)

We, ARLENE M. MEYER, BOBBIE J. CROSBY, and BRENDA GEIGER the Testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Testator, in the presence of witnesses, signed the instrument as Testator's Last Will and Testament, that the Testator signed, and that each of the witnesses, in the presence of the Testator and in the presence of each other, signed the Last Will and Testament as a witness.

Arlene M. Meyer
ARLENE M. MEYER

Bobbie J. Crosby

Brenda Geiger

Subscribed and sworn to before me by ARLENE M. MEYER, the Testator, a person
☐ who is personally known to me or
☒ who has produced a Florida Drivers License as identification,
 and by BOBBIE J. CROSBY a witness
☒ who is personally known to me or
☐ who has produced _____ as identification,
 and by BRENDA GEIGER a witness
☒ who is personally known to me or
☐ who has produced _____ as identification,
 on this 18th day of February, 2006.



Helen Briggs
(Signature of Notary Public)

HELEN BRIGGS
Typed/Printed Name of Notary Public
NOTARY PUBLIC

Serial Number (if any) _____

My commission expires: _____

ROCHESTER SPAULDING HIGH SCHOOL SCHOLARSHIP

The Rochester Spaulding High School Scholarship is based upon scholarship and financial need, given to a boy or girl planning a career in the teaching profession.

Recipient:

KEVIN CAMPBELL MEMORIAL SCHOLARSHIP FUND

REVISED

The Kevin Campbell Memorial Scholarship Fund was established by Donald C. Campbell in loving memory of his son, Kevin Campbell, who passed away in a car accident in 1990 at the age of 20.

The terms of the Scholarship Fund are as follows:

Recipient

The scholarship shall be awarded to one or more graduating seniors of Spaulding High School, either male or female, who has attended Spaulding High School for at least the past two years

The recipient(s) must have participated at the varsity level in a sports program at Spaulding High School for at least the past two years

Scholarship(s) shall be awarded on a student's financial need rather than the student's scholastic achievements

The recipient(s) must have been accepted for post-secondary study at an accredited college

Scholarship Amount

Income only, earned on the principal of the fund, shall be used for one or more scholarships.

Any income not distributed in any year shall remain in income to be used for an award in subsequent years.

The amount of the scholarship(s) shall be determined annually by the scholarship committee.

Although not required, we request the Committee contact a member of the Campbell Family for any input on the awarding of the scholarship in any given year.

Additional Contributions

Additional contributions may be made to the principal at any time by any person or organization

Fund Management

Previously managed by the principal of Spaulding High School, the Fund shall be managed by the Trustees of Trust Funds for the City of Rochester

Discrimination

The scholarship(s) will be granted without regard to the applicants' race, color, religion, national or ethnic origin, disability, gender, sexual orientation or age.

7-3-15
Date

7-3-15
Date

Donald C Campbell
Donald C. Campbell, father of Kevin Campbell

Kelli Allen
Kelli Allen, sister of Kevin Campbell

1990
original terms

KEVIN CAMPBELL MEMORIAL SCHOLARSHIP

This scholarship is given in memory of Kevin Campbell, to a girl athlete who is a member of the graduating class, and has attended Spaulding High School for the past two years, and has been accepted at a post-secondary school. Amount of the scholarship is \$250.00.

Kevin G. Campbell

ROCHESTER — Kevin G. Campbell, 20, of 88 Whitehouse Road, died Feb. 3, 1990, at the Frisbie Memorial Hospital in Rochester as a result of injuries received in an auto accident.

He was born in Manchester, he had resided in Rochester most of his life.

He was a graduate of Spaulding High School, Class of 1988, and had participated in football and basketball.

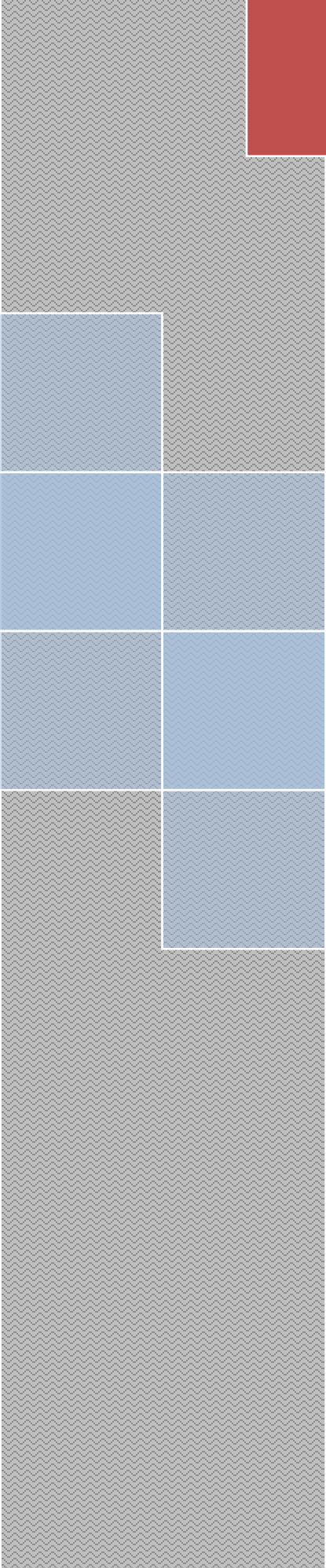
He was employed by Allen Wayside Furniture of Portsmouth.

The family includes his mother and father, Donald C. and Mariana (Hanson) Campbell of Rochester; his twin brother, Keith Allen Campbell of Rochester; two sisters, Kelli Lynn Campbell and Kerri Anne Campbell, both of Rochester; his paternal grandparents, Mr. and Mrs. Carlton and Virginia Campbell Pendexter of South Miam, Maine; his maternal grandparents, Mr. and Mrs. Eloyd and Natalie Hanson of Center Barnstead; his maternal great-grandmother, Ellen Wyatt of Portsmouth; and several aunts, uncles and cousins.

SERVICES: Calling hours will be tomorrow from 7 to 9 p.m. at the R.M. Edgerly and Son Funeral Home, 86 South Main St., Rochester.

The funeral will be Tuesday at 1 p.m. at the funeral home, with the Rev. John Bergdorf, pastor of the Grace Baptist Church, officiating. Burial will be in the spring in the Cold Spring Cemetery in East Rochester.

Flowers are acceptable, or donations may be made to the Athletic Program, Spaulding High School, Wakefield Street, Rochester, 03867.



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11/24/15

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT

Development Agreement Between the City and Waterstone Retail, Inc.

COUNCIL ACTION ITEM ☒
INFORMATION ONLY ☐FUNDING REQUIRED? YES ☐ NO ☒
* IF YES ATTACH A FUNDING RESOLUTION FORMRESOLUTION REQUIRED? YES ☒ NO ☐FUNDING RESOLUTION FORM? YES ☐ NO ☒

AGENDA DATE	December 1, 2015	
DEPT. HEAD SIGNATURE	Signature on file	
DATE SUBMITTED	November 24, 2015	
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	

COMMITTEE SIGN-OFF

COMMITTEE	
CHAIR PERSON	

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	Signature on file
CITY MANAGER	Signature on file

FINANCE & BUDGET INFORMATION

FINANCE OFFICE APPROVAL	Signature on file
SOURCE OF FUNDS	
ACCOUNT NUMBER	
AMOUNT	
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

LEGAL AUTHORITY

City Charter, Section 4

SUMMARY STATEMENT

Waterstone seeks to begin work on Phase II of the so-called Ridge Development. This Agreement sets the terms upon which both Waterstone and the City will proceed.

RECOMMENDED ACTION

Vote to authorize City Manager to sign the Development Agreement.

Project Timeline - Phase 2

	START	FINISH
<u>Waterstone</u>		
Local Approvals	Dec 2015	Feb 2016
State Approvals		
Wetlands	Dec 2015	June 2016
AOT	Dec 2015	Mar 2016
WW Connection	Jan 2016	Mar 2016
NHDOT	Dec 2015	Dec 2016
Prelim Design	Dec 2015	Feb 2016
Final Design	Feb 2016	Dec 2016 ¹
Phase 2 site work	June 2016 ²	Oct 2017
First Pad Delivery	Dec 2016	
First Building Occupancy		June 2017

¹ NHDOT recommends 1-3 years for Major Driveway Permit Application. Phase I took just over a year from initial submission to final approval.

² Start of site work is typically contingent on receiving all state and local approvals. Rochester Planning Department and Planning Board would have to waive this requirement to start excavation process and preliminary site work prior to receiving NHDOT approvals.

City of Rochester

Frontage Road		
Design Work	Dec 2015	Feb 2016
City Approvals	Mar 2016	Apr 2016
Bid Process and Award	Mar 2016	Apr 2016
Submittals and Order	May 2016	May 2016
Construction	June 2016 ²	June 2017
Route 11 Improvements ³		
Design Work	Dec 2015	Feb 2016
Final State Approvals	Feb 2016	Dec 2016
Bid Process and Award	Jan 2017	Feb 2017
Submittals and Order	Feb 2017	Mar 2017
Construction	Mar 2017	June 2017

³ To commence once signed task order with City is signed.

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ROCHESTER, NEW HAMPSHIRE
AND
FARMINGTON ASSOCIATES PROPERTIES, LLC
AND
WATERSTONE RETAIL DEVELOPMENT, INC.

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the **CITY OF ROCHESTER**, a New Hampshire municipal corporation (hereinafter referred to as the "City"), with a place of business, and mailing address, at 31 Wakefield Street, Rochester, New Hampshire 03867, and **FARMINGTON ASSOCIATES PROPERTIES, LLC**, a Delaware LLC, with a place of business c/o Waterstone Retail Development, Inc., with a mailing address of 322 Reservoir Street, Needham, Massachusetts 02494 (hereinafter individually "Waterstone"), (the entities referred to in this paragraph are sometimes hereinafter collectively referred to as the "Parties"), as follows:

RECITALS:

WHEREAS, Waterstone anticipates to receive site plan approval on or around December 15, 2015 from the City of Rochester Planning Board (hereinafter the "Planning Board") for the construction of a mixed use commercial development, including buildings consisting of approximately 195,000 sq. ft. with appurtenant roadways, parking lots, drainage structures and other on-site and off-site public and private infrastructure improvements, for office, retail entertainment and other permitted uses (hereinafter the "Project"), the same to be located on land currently owned and/or under contract to be owned by Waterstone situate on NH Route 11 in Rochester, New Hampshire (the "Project Premises"); all as more particularly shown and/or described in/on the plans, documents, and representations made by Waterstone, in connection with its Project application and presentations made to the Planning Board in conjunction with the obtaining of Waterstone's aforementioned site plan review approval; and

WHEREAS, as a condition of such approval for the Project by the Planning Board, the requirement of the execution of a so-called Development Agreement between Waterstone and the City (the "Development Agreement"), such Development Agreement (hereinafter sometimes referred to as "the Agreement") to include provisions regarding funding for off-site public infrastructure improvements (hereinafter the "Off-Site Public Infrastructure Improvements" and/or the "Public Infrastructure Improvements"), as well as provisions relating to the timing of development, the coordination of such matters, and other issues of needed and/or necessary

cooperation and coordination between the City and Waterstone, and/or with other governmental agencies and/or private entities, such as the State and/or federal government departments or agencies and/or private utilities and the like, in order for Waterstone to develop the Project as approved by the Planning Board; and

WHEREAS, the City is desirous of having Waterstone develop the Project in Rochester, and to have Waterstone's prospective Project tenants locate in Rochester, as it will result in the creation of approximately 150 construction jobs and 200 permanent full/part time jobs in the City, will significantly expand the City's tax base, and will also result in significant expansion of, and contribution to, substantially enhanced off-site public infrastructure improvements, including the Off-Site Public Infrastructure Improvements, and, therefore, the City and Waterstone have agreed to cooperate to bring about the creation of such off-site public infrastructure improvements, including the Off-Site Public Infrastructure Improvements required by the Planning Board, and/or by the New Hampshire, Department of Transportation (hereinafter "NHDOT") and/or other governmental agencies having jurisdiction over the Project, or aspects thereof; and

WHEREAS, in conjunction with the Planning Board site plan review approval of the Project, various traffic studies, including the 2015 traffic study prepared by Stephen G. Pernaw on behalf of Waterstone, were used to evaluate and assess the traffic impacts and access requirements associated with the Project, and the results of such traffic studies have been reviewed by the City's and/or its traffic consultants/representatives, and NH DOT, and have further been made available to and reviewed by the City Planning Department and the Rochester Planning Board; and

WHEREAS, it is the intent of the City and Waterstone to execute this Development Agreement for the purpose of identifying, providing for the creation of, and allocating responsibility for the costs of, and payment for, the Off-Site Public Infrastructure Improvements required by the City, the State and the Rochester Planning Board's site plan review approval for the Project, as well as establishing, and providing for, a viable financing mechanism for such Public Infrastructure Improvements, and the maintenance thereof, including the creation and implementation of payment and payment guarantee mechanisms for the same; and

WHEREAS, given the importance of the coordination of the construction of the Project with the availability of a viable financing mechanism to pay the cost of providing the Public Infrastructure Improvements designed and intended and/or required to compliment the Project, it is the intent of the parties to establish a schedule for the timely completion of the Public Infrastructure Improvements as well as for the on-site infrastructure improvements and the establishment and implementation of the necessary and/or required financing mechanisms so as to permit the simultaneous, or near simultaneous, construction of the Project and of the Public

Infrastructure Improvements contemplated/required by the Project's approval in order to permit Waterstone to occupy the Project in a timely manner; and if necessary to allow Waterstone to assist the City with Public Infrastructure Improvements, at the City's or other available funding mechanism's and/or entities expense, in order to allow occupancy in a timely manner, provided that the City consents, in advance, to the allocation of such expense to the City or such other available mechanism and/or entity.

WHEREAS, the City, by a resolution of the Mayor and City Council (hereinafter, the "City Council") on June 17, 2014, has established the so-called Granite Ridge Development District, a New Hampshire Chapter 162-K tax increment financing district, and adopted the "Granite Ridge Development District: Tax Increment Development Program & Financing Plan"; and

WHEREAS, given the establishment of the so-called Granite Ridge Development District and the adoption of the "Granite Ridge Development District: Tax Increment Development Program & Financing Plan", Waterstone has agreed to undertake the Project and to guarantee the payment of a so-called tax increment financing bond or bonds (the "TIF Bond"), to be issued by the City with respect to the Off-Site Public Infrastructure Improvements associated with the Project, in a principal amount of up to \$5,000,000.00, as more particularly set forth and detailed herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Public Infrastructure Improvements

1.1 The term "Public Infrastructure Improvements" as used in this Agreement includes the construction of public improvements, on and off the Project Premises which are being constructed in conjunction with the Project and which are more particularly described and/or referred to in Section 1.2 below and/or contemplated on **Exhibit C** hereto, whether such improvements are to be constructed: (a) on City owned/controlled property not part of the Project Premises; or (b) on on-site at the Project Premises, but which involve an improvement that is anticipated and intended to be transferred to the City (by deed, easement and/or other legal conveyance instrument) upon the completion and acceptance by the Rochester City Council of such transfer document(s). The term "On-Site Public Infrastructure Improvement(s)" as it is used in this Agreement is intended to refer specifically to public infrastructure improvement(s) being constructed on the Project Premises while, and/or until, such portion of the Project Premises on which the public infrastructure improvement(s) being constructed is completed and is transferred to, and accepted by, the City as contemplated in the preceding sentence.

1.2 The Public Infrastructure Improvements referred to in this Agreement are as follows:

(a) City Public Infrastructure Improvements Design/Construction Responsibilities:

- i. Engineering design of Rt. 11 improvements to meet NHDOT specifications (cross-sections at certain intervals, etc.);
- ii. Preparation of NHDES sewer connection permit with associated cross sections as needed, (as well as state permit required for extension of City services);
- iii. Design of any improvements to the water system required to increase pressure as needed (note that this excludes proper sizing of on-site water lines, or looping a water line if needed);
- iv. A contribution to the NHDES Alteration of Terrain ("AOT") permit, proportional to the City's disturbance;
- v. A contribution to the NPDES General Construction Plan proportional to the City's disturbance;
- vi. Design and coordination for access easement across PSNH property;
- vii. Engineers preparation of bid ready, construction drawings and specifications, to the extent required for competitive construction bidding;
- viii. Design engineer's construction oversight and so-called "stamp of approval" at project completion of the work within the proposed City ROW, beyond City staff involvement;
- ix. Engineer's assistance and advice on any unforeseen change orders, and the like.;
- x. Cost of physical roadway improvements within the proposed City ROW;
- xi. Cost of water and sewer main lines within the proposed City ROW – stubs to property lines will be the responsibility of the developer per City Ordinance;
- xii. Cost of underground electric improvements within the ROW;
- xiii. Cost of landscaping within the ROW;
- xiv. Cost of lighting within the ROW;
- xv. Cost of COAST bus stop construction;

xvi. A contribution to the overall drainage improvements that is proportional to the City's disturbance;

xvii. Cost of physical improvements along Route 11;

xviii. Cost of water and/or sewer service improvements required to service the Granite Ridge Marketplace Development area.

1.3 The Parties hereto understand and agree that the total amount of the TIF Bond(s) for Public Infrastructure Improvements (as defined below herein), shall not exceed Five Million Dollars (\$5,000,000.00). To the extent that the cost of Public Infrastructure Improvements (as defined below herein) exceeds Five Million Dollars (\$5,000,000.00), Waterstone shall be solely responsible for all said excess costs and/or expenses except as otherwise specifically provided for in the Agreement. The Parties further agree that in interpreting this Agreement the Parties, and any other reviewing authority, including a court, or courts, of competent jurisdiction, shall apply the provisions of this paragraph as the overriding principle reflecting the extent of the City's obligation to provide financing for the cost of Public Infrastructure Improvements for the Project provided for in this Agreement

2. Waterstone Obligations.

2.1 Waterstone will perform, or cause to be performed, all of the building design, engineering and construction to be located on the Project Premises (with the exception of the Off-Site Public Infrastructure Improvements constructed by, or on behalf of, the City on a portion(s) of the Project Premises to be conveyed, or otherwise transferred, to the City pursuant to the Planning Board's anticipated approval and this Development Agreement (sometimes hereinafter referred to as the "Agreement") for use in connection with the Off-Site Public Infrastructure Improvements. Except as expressly indicated otherwise in this Agreement, Waterstone will determine the design and specifications of the building and appurtenances. All building design, engineering and construction by Waterstone shall be done in accordance with all applicable laws and regulations, federal, state and local governing including, but not limited to, compliance with all building codes, planning ordinances, regulations and zoning ordinances, regulations and any other applicable legal requirements of the City.

2.2 The buildings to be constructed by Waterstone in connection with the Project will have an estimated value when completed of approximately Thirteen Million Five Hundred Thousand Dollars (\$13,500,000.00), at a minimum, and shall include buildings not to exceed an aggregate size/area of approximately 200,000 sq. ft. Waterstone shall provide the City with all design plans for the buildings and on-site Project Premises utilities and any existing surveys or plans it currently has for the buildings and any other appurtenances related to the remainder of the Project Premises. The City, however, shall have no design control over the design plans for

the buildings and on-site Project Premises utilities, except to the extent provided for in Section 2.1 above.

2.3 It is anticipated that construction of the building(s) to be located on the Project Premises shall commence on or about April 15, 2017 and shall be substantially completed on or about June 30, 2019, subject to the provisions of Section 5.2 hereof. In the event that economic conditions dictate either the phasing of the Project by Waterstone or an extension of the construction schedule set forth herein (see **Exhibit A** attached hereto), Waterstone may seek and the City shall not unreasonably decline to grant extensions of time for substantial construction completion for a period of up to, but not to exceed 48 months, provided, however, that, any such delay shall not, in any way, delay and/or abrogate, to any extent, Waterstone's obligations with respect to the payment of the TIF Bond(s), including, but not limited to, the obligations provided for in Section 2.14 hereof.

2.4 Waterstone agrees to use commercially reasonable efforts to accomplish its design, engineering and construction obligations under this Agreement in accordance with the Development Schedule attached hereto as **Exhibit A** (and as defined in Section 5.1 hereof), provided, however, time for the performance thereof shall be extended by a period equal to: (a) any delay caused by or resulting from a delay by the City in implementing and approving the New Hampshire RSA Chapter 162-K tax increment financing District and Plan contemplated in Section 3.7, below (hereinafter sometimes individually the "TIF District" and the "TIF Plan" respectively, and collectively the "TIF District and TIF Plan"); and (b) an act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, or other causes beyond Waterstone's control whether such time be designated by a fixed date, a fixed time (as further defined in Section 5.2 hereof), or a reasonable time, provided, further, in the event that the City has not completed the On-Site Public Infrastructure Improvements (as defined in Section 1 herein) by the conclusion of the time period set forth in **Exhibit A**, Waterstone's time for performance shall be extended for a reasonable period of time taking into account winter conditions and the difficulty of commencing, prosecution and completing construction during winter months (if applicable).

2.5 Waterstone agrees to enter into, or to cause its permitted assignee/designee (after written approval of the same by the City as to the conveyance and to the terms and conditions of the transfer (which approval shall be limited to the financial ability of the assignee/designee to perform the obligations of Waterstone hereunder), including provisions making such conveyance and any grantee thereof subject to the terms of this Development Agreement insofar as they relate to Waterstone) to take title to the Project Premises within __210 days of the execution of the within Agreement. In the event Waterstone, or its permitted assignee/designee fails to take title to the Project Premises within such time period, the within Development Agreement, at the discretion of the City will be null and void, unless the City agrees to an extension of the time

within which title to the Project Premises shall be transferred, which agreement to extend shall not be unreasonably withheld or delayed.

2.6 Waterstone shall undertake, and shall, subject to applicable government approvals and regulations be solely responsible for, the design, development, permitting and construction of all required on-site infrastructure improvements and construction of all service connections to all Public Infrastructure Improvements (as well as the payment of all connection fees related thereto), which the City will bring to the property line of, or other appropriate and/or agreed upon areas within, the Project Premises, at locations and elevations agreed to by the Parties.

2.7 Except for the financing contemplated herein, Waterstone shall be responsible for securing any other financing required for the Project. To the extent that any re-financing shall involve a mortgage, lien and/or another encumbrance(s) on the Project Premises, or any portion or product thereof, which contains terms and/or conditions which are not generally commercially utilized (such as, but not limited to, a contemporaneous pledge of rents as collected), any such financing agreement(s) shall, prior to its/their execution, be on terms and conditions reasonably acceptable by the City and shall be approved/or rejected in writing by the City within five (5) business days the City's receipt of the same, provided that if no action is taken on the request during such period the non-action shall be deemed to be an approval. Any financing agreement(s) shall specifically provide that such mortgage, lien and/or similar encumbrance(s) shall be subject, but not subordinate, to the provisions of this Development Agreement, and the holder of such security shall execute an acknowledgment of such fact in a recordable writing approved in advance by the City.

2.8 Waterstone and its consultants, contractors, agents, and representatives shall coordinate the design of on-site infrastructure improvements for the Project by Waterstone with the Public Infrastructure Improvements as undertaken by the City. Such coordination shall include, but not be limited to, attending meetings as well as providing copies of plans/designs to the City in both hard and electronic (in an AutoCAD format reasonably acceptable to the City) copies.

2.9 Waterstone's obligations hereunder are subject to the following conditions:

- a. The City performing its obligations in accordance with the terms of this Agreement, including, but not limited to, those set forth in Article 3, below.

2.10 All documents, except financial documents not related to the Project Premises, of Waterstone relating to the design, engineering and construction of the Project shall be made available at the offices of Waterstone, for the review and copying by the City upon reasonable

request. In the case where Waterstone has committed an Event of Default as defined in 7.2 of this Agreement, the City shall be entitled to access Water stone's financial documents in the manner provided for in the preceding sentence.

2.11 Waterstone shall use commercially reasonable efforts to create, by itself, and/or in conjunction with its prospective tenants, cause to be created, approximately 200 full/part time jobs at the Project Premises. Waterstone shall, annually report to the City and the Department of Resources and Economic Development as to the number of employees utilizing the Project Premises and providing a general description of the job classifications, so long as the TIF Bond(s), related to the Project Premises, remain(s) outstanding. Due to the nature of leasing, the City acknowledges that Waterstone cannot require any tenants to maintain a minimum number of employees at any given time, as Waterstone does not control the hiring practices of such tenants, and that the job creation is dependent upon leases being executed.

2.12 Subject to the provisions of Section 5.2 hereof, in the event Waterstone ceases operations with respect to the Project (which shall be defined as "performing no work on the Project for a period of 180 consecutive days");, and/or ceases operations prior to completion of the Project, and/or ceases operations at the Project Premises (which shall be defined as : "having leased no spaces to third parties or substantially completed the construction of the Project"), before the satisfaction of the TIF Bond(s) (as defined in Section 2.13 below), Waterstone shall, prior to the next TIF Bond payment (but in no event less that within two hundred seventy (-270) days thereof: pay to the City all such amounts as are necessary to pay-off and retire the TIF Bond(s): and (ii) pay to the City such amounts as are necessary to pay-off and retire any unbonded payment obligations incurred by the City in connection with the Off-Site Public Infrastructure Improvements

2.13 As used in this Agreement the term "TIF Bond(s)" shall mean a bond(s) and/or other borrowing and or funding vehicle utilized by the City (whether acting directly on its own, or through the Granite Ridge TIF District), in a total amount not to exceed Five Million Dollars (\$5,000,000.00), the proceeds of which shall be used for the purpose of paying City costs and/or expenses associated with the Public Infrastructure Improvements, and which is/are intended by the Parties to this Agreement to be repaid to the City through tax increment financing taxes on the Project Premises in accordance with the TIF Plan as authorized and governed by the provisions of RSA Chapter 162-K (RSA Chapter 162-K). For the purposes of this Agreement the term "TIF Bond(s)" shall include expenses paid at any time by the City (or such expenses which the City becomes obligated to pay), with respect to the Public Improvements, whether bonded or not.

2.14 Waterstone and the City acknowledge and agree that the viability of this Agreement and the Project are dependent upon the construction of the Public Infrastructure Improvements provided for in Section 1.2 above, and the financing and maintenance of such improvements through the utilization of a tax increment financing (“TIF”) mechanism for the so-called Granite Ridge Development District. The TIF is authorized and regulated by the provisions of Chapter 162-K of the New Hampshire Revised Statutes Annotated, as the “Granite Ridge Development District: Tax Increment Development Program & Financing Plan” (the “TIF Plan”), which was adopted by the City on June 17, 2014. It is the expectation and intent of the Parties that a TIF mechanism, implemented in accordance with the provisions of NH RSA Chapter 162-K, shall be place, from the issuance of the initial TIF Bond(s) until the retirement of such TIF Bond(s) as a result of such bonds having been paid in full. In consideration of the foregoing, and the fact that this Agreement is designed and intended to enable Waterstone to construct, and ultimately operate, a substantial retail development on the Project Premises,, Waterstone agrees as follows:

- a. Waterstone shall, in a timely manner, pay all real property taxes assessed on the Project Premises while all or any portion of the thereof is owned by Waterstone or any related and/or associated entity;
- b. Waterstone shall enter into a Guaranty Agreement (the “Guaranty Agreement”) in favor of the City, in the form set forth in **Exhibit B** hereto, pursuant to which Waterstone will guaranty any payments due on the TIF Bond(s), and certain Maintenance Costs (as defined in Section 2.14 (c) below), to the City, in the event that the annual tax increment receipts contemplated in Section 2.13 above are insufficient to satisfy the payments due with respect to the TIF Bond(s) from the City, and shall further agree to **AMEND** the Escrow Agreement (the “Escrow Agreement”) with the City from Phase I to allow the City to access those funds. The amended Escrow Agreement shall provide security for the Guaranty to the City provided for herein, as well as for Waterstone’s obligations made in the Development Agreement. The Guaranty Agreement and the Escrow Agreement shall contain commercially reasonable terms and otherwise be in form and substance reasonably acceptable to the City and to Waterstone;
- c. Beginning on April 1, 2018, Waterstone agrees to guaranty annual maintenance costs contained in the annual Granite Ridge Development District TIF budget, to the extent, but only to the extent, that such costs exceed the total tax increment revenues received by the TIF District from the RSA Chapter 162-K tax increment for such budget year, plus any designated TIF District budget reserves available to fund such costs excess costs (the “Maintenance Costs”). Waterstone agrees to pay the Maintenance Costs guaranty and to secure such payment(s) through the

utilization of the Guaranty Agreement and Escrow Agreement provide for in Section 2.14 (b) above;

- d. The parties agree that in order to implement the Guaranty Agreement and the amendment of the existing Escrow Agreement provided for in Section 2.14 (b) and (c), the Guaranty Agreement and the amended Escrow Agreement provide for in Section 2.14 (b) shall come into existence (by the same having been fully executed), prior to the issuance of the initial TIF Bond(s), and no event later than July 1 , 2016 (see Section 3.1 below), and both such agreements shall remain in existence throughout the duration of the Development Agreement, subject to the provisions of Section 2.15 below.

2.15 Waterstone shall, at a time mutually agreed upon by the Parties, after the completion of the On-Site Public Infrastructure Improvements on the Project Premises (for purposes of this Section 2.15, the term “completion” shall mean the completion of the Public Infrastructure Improvements themselves plus a reasonable period of operation of any or all such Public Infrastructure components to assure their/its proper construction and/or operation), but in no event later than January 28, 2021, offer/tender to the City a deed(s) or other appropriate legal instrument(s) in order to transfer title to the land and/or interest in land on which the Public Infrastructure Improvements are located, and/or such other necessary components required to support or otherwise operate and/or maintain the use and/or functionality of the Public Infrastructure Improvements to be transferred. Waterstone agrees, at its sole expense, to maintain and to pay the maintenance costs the On-Site Public Infrastructure Improvements on the Project Premises until March 31, 2018. Notwithstanding the foregoing, once tax revenues for the TIF District begin to generate increment in excess of the payment of annual expenses, Waterstone shall be reimbursed for any payments made by Waterstone from the Escrow Agreement, the Guaranty Agreement and Maintenance Agreement.

3. City of Rochester Obligations.

3.1 The City shall issue Tax Increment Financing bonds (the “TIF Bond(s)”) as contemplated by RSA Chapter 162-K for a term of twenty (20) years (the “TIF Bond” and/or the “TIF Bonds”), as described in Section 2.13 hereof, in the amount and for the Public Infrastructure Improvements set forth and agreed to by the Parties in Section 1.2 and/or reflected on **Exhibit C**, for the purposes of paying for costs of Public Infrastructure Improvements contemplated by the Project, provided, however, that the Parties agree that the amount of the TIF Bond(s) shall not exceed Five Million Dollars (\$5,000,000.00). The term and conditions of the bond may be amended by the City with the prior approval of Waterstone and such approval shall not be unreasonably withheld, with the understanding that under no circumstances will the

term of the bond(s) be less than ten (10) years. To the extent that the cost of Public Improvements exceeds Five Million Dollars (\$5,000,000.00) Waterstone shall be solely responsible for said excess costs and expenses. The City agrees that it shall design and construct the Public Infrastructure Improvements in accordance with pertinent City rules, regulations and design standards. The initial TIF Bond(s) shall be issued no later than July 1, 2016 (the initial "Bond Deadline").

3.2 The construction of the Public Infrastructure Improvements by, or on behalf of, the City shall be subject to the following:

- a. The City obtaining all permits and approval.
- b. The City shall provide Waterstone, for their review and approval, which approval shall not be unreasonably withheld, a copy of the plan, design and schedule for the Public Infrastructure Improvements, which shall be completed on or before December 31, 2015.
- c. Before undertaking any construction of the Public Infrastructure Improvements, the City shall provide Waterstone, for their review and approval, copies of all bids and quotes from contractors for the Public Infrastructure Improvements. Waterstone's approval shall not be unreasonably withheld and shall be granted or denied within ten (10) days of receiving said bid or quote.
- d. The Public Infrastructure Improvements will be substantially completed on or before June 1, 2017 (subject to the provisions of **Exhibit A**).

3.3 The City may, at its discretion, require a municipal bidding process for the completion of the within delineated Public Infrastructure Improvements to be financed by the TIF Bond, but such bidding process shall not delay the initial Bond Deadline..

3.4 The City's obligation to proceed with the Public Infrastructure Improvements shall be subject to the following contingencies, the failure to satisfy any one of which shall give the City the right to withdraw from this Agreement, after which withdrawal the City shall have no further obligations under this Agreement, to wit:

- a. The City (subject to the provisions of the Development Schedule set forth in **Exhibit A**) shall have no obligation to perform improvements unless Waterstone performs all of the obligations applicable to it contained in Sections 2.1 through 2.15 of the within Agreement in a timely fashion, and

- b. Waterstone, or a nominee approved in writing by the City, shall have failed to acquire title to the Project Premises on or before June 1, 2017.

3.5 The City and its consultants, contractors, agents, and representatives shall coordinate the design of Off-Site Public Infrastructure Improvements with the on-site improvements as undertaken by Waterstone, including, but not limited to where the Public Infrastructure Improvements enter the Project Premises and the elevations thereof. Such coordination shall include, but not be limited to, attending meetings as well as providing copies of plans/designs in both hard copy and electronic (in an AutoCAD format acceptable to Waterstone) copy.

3.6 To the extent appropriate and/or required by law, the City has and will comply with the provisions of RSA 162-K, including, but not limited to, the reporting requirements set forth in RSA 162-K:11.

3.7 The City shall establish a tax increment financing district and approve and implement a tax increment development program and financing plan for the so-called Granite Ridge Development District (in which the Project Premises is located) in accordance with the provisions of RSA Chapter 162-K within 30 days, or less, of the execution of the within Agreement..

4. Financing Provisions.

4.1 The City has approved, and will continue to cooperate in the implementation of, a development plan under RSA Chapter 162-K for the the so-called Granite Ridge Development District of which the Project Premises is a part.

4.2 The City shall hold its appropriation vote on the issuance of TIF Bond(s) subsequent to the execution of the within Agreement. The City shall not be obligated to sell any of the TIF Bond(s) or the TIF Bond(s) obligations prior to July 1, 2016

4.3. In accordance with the provisions of Chapter 162-K the annual tax increment created as a result of the TIF Plan will, to the extent available be utilized to pay the annual costs of the TIF Bond(s), and to the extent available to pay other permissible expenses relative to the so called Granite Ridge Development District, including the Maintenance Costs, as described in Section 2.14 (c) herein.

4.4 Upon payment of the TIF Bond(s) in full this Development Agreement shall terminate.

4.5 Notwithstanding any other provision hereof:

- a. Prior to executing any loan documents, agreements, instruments or contracts evidencing or with respect to the TIF Bonds (the "TIF Bond Documents"), the City shall provide to Waterstone, for its review and approval, which approval shall not be unreasonably withheld, copies of the TIF Bond(s) Documents.
- b. After executing the TIF Bond(s) Documents the City shall not amend or change the TIF Bond(s) Documents without the consent of Waterstone, which consent shall not be unreasonably withheld.

5. Development Schedule.

5.1 Attached to this Agreement is a Development Schedule (Exhibit A, the "Development Schedule") showing the anticipated date and sequence of various elements of the Project that are to be completed by the respective Parties as set forth herein. The Parties acknowledge that the Development Schedule is a complex schedule requiring the coordinated efforts of multiple parties and is dependent in many instances on the actions or approvals of third parties. The Parties agree to use diligent efforts and to cooperate with each other in undertaking their respective responsibilities under this Agreement, including, but not limited to, those events listed on the Development Schedule. It is further understood by the Parties that the Development Schedule (**Exhibit A**) may require adjustment based upon economic conditions, site constraints, actions of third parties, and circumstances beyond the control of Waterstone or the City. Any such adjustment(s) shall be reviewed and agreed upon by the Parties hereto. Consent to such Development Schedule adjustment shall not be unreasonably withheld.

5.2 Expressly subject to the provisions of Section 2.4 above, for the purposes of any of the provisions of this Agreement, the Parties shall not be considered in breach or default of its/their respective obligations hereunder in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the other party, fires, floods or other casualties, epidemics, quarantine restrictions, labor disputes, litigations (including, without limitation, any appeal of any approval needed either for the TIF Bond(s) (including the appropriation vote or any permit or approval needed for the Project), freight embargoes, undue and unanticipated economic conditions and unusually severe weather or delays of contractors and subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of such party shall be extended for the period of the enforced delay, provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requested an extension for the period of the enforced

delay. In calculating the length of the delay, the City and Waterstone shall consider not only actual work stoppages, but also any consequential delays resulting from such stoppage as well.

6. Representations and Warranties.

6.1 Representations and Warranties of City. The City hereby represents and warrants that:

6.1.1 The execution and delivery of this Agreement and the performance of the City's obligations hereunder have been duly authorized by such municipal action as necessary, and this Agreement constitutes the legal, valid and binding agreement of the City, enforceable against the City in accordance with its terms subject only to the conditions set out in this Agreement.

6.1.2 There is no action, suit or proceeding, at law or in equity, or official investigation before or by any court or governmental authority, pending or to the best of the City's knowledge threatened against the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the City of its obligations hereunder or the performance by the City of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the City in connection with the transactions contemplated hereby.

6.1.3 The City has complied, and will continue to comply where and to the extent necessary, with the provisions of RSA Chapter 162-K.

6.1.4 If required by Waterstone or its lender(s), the City shall provide Waterstone with a legal counsel's opinion, in a form acceptable to Waterstone, with respect to the matters described in this section.

6.2 Representations and Warranties of Waterstone. Waterstone hereby represents and warrants to the best of its knowledge and belief that:

6.2.1 Waterstone Retail Development, Inc. is a corporation, duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, the state of its formation, with all requisite authority to own its property and assets and to conduct its business as presently conducted or proposed to be conducted, and is duly qualified or authorized to transact business and in good standing under the laws of the State of New Hampshire. Farmington Associates

Properties, LLC, is a limited liability, duly organized, validly existing and in good standing under the laws of the state of Delaware, the state of its formation, with all requisite authority to own its property and assets and to conduct its business as presently conducted or proposed to be conducted, and is duly qualified or authorized to transact business and in good standing under the laws of the State of New Hampshire.

- 6.2.2 Waterstone has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and all necessary action has been taken to authorize the execution, delivery and performance by it of this Agreement. This Agreement will, upon execution and delivery thereof by Waterstone, constitute valid, legal and binding obligations of Waterstone enforceable in accordance with the respective terms thereof.
- 6.2.3 Neither the execution or delivery by Waterstone of this Agreement, the performance by Waterstone of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by Waterstone of the terms or conditions hereof conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to Waterstone, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, to which Waterstone is a party or by which Waterstone or any of its properties or assets are bound, or constitutes a default there under.
- 6.2.4 There is no action, suit or proceeding, at law or in equity, or official investigation before or by any court or governmental authority, pending or to the best of Waterstone's knowledge threatened against Waterstone, its principal(s), affiliate(s), or entities controlled by its principal(s), wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by Waterstone of its obligations hereunder or the performance by Waterstone of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by Waterstone in connection with the transactions contemplated hereby.
- 6.2.5 Waterstone shall provide a certificate from its corporate secretary or manager, as the case may be, indicating that the signatory to the within Agreement has obtained all necessary corporate authority to execute and perform the terms of the within Agreement.
- 6.2.6 If required by the City, Waterstone shall provide the City with a legal counsel's opinion, in a form acceptable to the City, with respect to the matters described in this section.

7. Defaults and Remedies.

7.1 Events of Default by City. Any one or more of the following shall constitute an “Event of Default” of the City.

- 7.1.1 Any representation or warranty made by the City shall prove incorrect or untrue in any material respect when made and have a material adverse effect on Waterstone or its rights under this Agreement;
- 7.1.2 The City shall fail or refuse to fulfill any of its material obligations under this Agreement, (unless such failure or refusal is caused by the acts or omissions of Waterstone, or its servants or agents) including, without limitation, the failure by the City to undertake or complete the Public Infrastructure Improvements or to complete any of its obligations within the time frames established by the Development Schedule attached hereto as Exhibit A unless such timeframes have been extended and mutually agreed upon by the City and Waterstone pursuant to this Agreement;

Provided, however, that no such failure shall constitute an Event of Default unless and until:

- 7.1.3 Waterstone has given written notice to the City stating that in its opinion a particular default exists that will, unless corrected, constitute a material breach of this Agreement or any related agreement on the part of the City and that such default will, in the opinion of Waterstone, give Waterstone a right to exercise its remedies pursuant to Section 8.1 unless such default is corrected within a reasonable period of time not to exceed ninety (90) days; and

7.2 Events of Default by Waterstone. Any one or more of the following shall constitute an “Event of Default” of Waterstone:

- 7.2.1 Waterstone shall fail to pay any amount due with respect to the TIF Bond(s) and/or to complete the improvements to be constructed by it contemplated in this Agreement and such failure is not otherwise excused or extended under this Agreement;
- 7.2.2 Any representation or warranty made herein by Waterstone shall prove to be incorrect or untrue in any material respect when made and has a material adverse effect on the City or its rights under this Agreement;
or

- 7.2.3 Waterstone fails or refuses to fulfill any of its material obligations under this Agreement (unless such failure or refusal is caused by the acts or omissions of the City, or its servants or agents) including, without limitation, the failure by Waterstone to complete any of its obligations within the time frames established by the Development Schedule attached hereto as Exhibit A as such timeframes may be extended pursuant to this Agreement; or
- 7.2.4 Waterstone (through the date of the completion of the Project and compliance with the terms of this Agreement, including responsibilities per Article 2) shall suffer the following:
- 7.2.4.1 commencement by Waterstone (or any of such term's component entities) of a voluntary case under Title 11 of the United States Code as from time to time in effect, or by its authorizing, by appropriate proceedings of its board of directors, partners, members, or other governing body, the commencement of such a voluntary case;
 - 7.2.4.2 by its seeking relief as a debtor under any applicable law, other than said Title 11, of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or by its consenting to or acquiescing in such relief;
 - 7.2.4.3 by the entry of an order by a court of competent jurisdiction (a) finding it to be bankrupt or insolvent, (b) ordering or approving its liquidation, reorganization or any modification or alteration of the rights of its creditors, or (c) assuming custody of, or appointing a receiver or other custodian for all or a substantial part of its property;
 - 7.2.4.4 by an assignment for the benefit of its creditors, or admission in writing of its inability to pay its debts generally as they become due, or consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of a major part of its property.

Provided however, that the foregoing shall not be deemed to constitute an Event of Default with respect to Waterstone if the debtor in possession, trustee, receiver, custodian, liquidator, agent or other party exercising control over the assets of the Party, affirms this Agreement without modification and within a reasonable period of time and provides evidence satisfactory to the City, in the City's sole discretion, of the capacity to continue the

performance of Waterstone's obligations under this Agreement and to cure, in a timely manner, all breaches thereunder.

7.2.5 Once site work at the Project Premises has commenced, Waterstone has ceased active and substantial construction of the Project for a period of sixty (60) days excluding winter shut down periods or except as provided by the Development Schedule attached hereto as Exhibit A unless such timeframes have been extended and mutually agreed upon by the City and Waterstone pursuant to this Agreement (see Section 2.3 hereof).

7.2.6 None of 7.2.1 through 7.2.5 shall constitute an Event of Default unless and until:

7.2.6.1 The City has given written notice to Waterstone stating that, in its opinion, a particular default or defaults exist that will, unless corrected, constitute a material breach of this Agreement on the part of Waterstone and that such default or defaults will, in the opinion of the City, give the City a right to exercise its remedies pursuant to Section 8.2 unless such default is corrected within a reasonable period of time not to exceed ninety (90) days from the receipt of such notice..

8. Consequences of Defaults.

8.1 **Consequences of Events of Default by the City.** Upon the occurrence of an Event of Default by the City, Waterstone may proceed by appropriate proceedings, judicial, administrative or otherwise at law or in equity or otherwise to protect and enforce or recover its rights or damages to which it may be entitled to enforce performance by the City. Said proceeding is to be brought in the Strafford County Superior Court, and Waterstone may take any action and incur any expense necessary to cure or avoid any default and Waterstone may recover from the City, and the City shall pay to reimburse Waterstone, for all expenses so incurred or that must be paid by Waterstone.

8.1.2 In the event the cure by the City delays work by Waterstone, Waterstone's obligations under the Development Schedule may be extended for the period of delay taking into account winter conditions and the difficulty of commencing, prosecution and completing construction during winter months (if applicable).

8.2 **Consequences of Events of Default by Waterstone.** In the event of an event of default by Waterstone may proceed by appropriate proceedings, judicial, administrative or otherwise in law or in equity to protect and enforce their rights to recover any damages to which they may be entitled and to enforce performance by Waterstone. Said proceedings to be brought in the Strafford County Superior Court and the City may take any action and incur any expense necessary to cure or avoid any default and the City may recover from Waterstone, and Waterstone shall pay to reimburse the City for all expenses so incurred or that must be paid by the City.

8.2.2 In the event the cure by the Waterstone delays work by the City, the City's obligations under the Development Schedule may be extended for the period of delay taking into account winter conditions and the difficulty of commencing, prosecution and completing construction during winter months (if applicable).

9. **Further Assurances/Cooperation.**

9.1 City staff shall attend all Zoning Board of Adjustment, Conservation Commission, and Planning Board meetings or public hearings concerning the Project. City staff shall also provide guidance with respect to the preparation of pertinent Zoning and Planning Board applications, as required. However, Waterstone shall be solely responsible for preparing and filing said applications, as well as paying all application fees associated therewith.

9.2 The Parties recognize and acknowledge that there are issues regarding the operation and maintenance of the On-Site Public Infrastructure Improvements during and particularly after their completion pursuant to the terms of this Agreement, these issues include, but are not limited to, maintenance of the Public Infrastructure Improvements, and the operation of the drainage system contemplated by such improvements. The Parties, therefore, mutually agree, to negotiate, approve and execute agreements, with reasonable provisions, relative to:

1. Maintenance issues with respect to Public Infrastructure Improvements, including, but not limited to, responsibilities with respect thereto; and
2. Drainage issues related to the Public Infrastructure Improvements designed to deal with drainage, including, but not limited to, (1) responsibilities with respect thereto; and (2) rules and/or regulations regarding drainage, etc.

9.3 In accordance with the provisions of Chapter 162-K of the New Hampshire Revised Statutes Annotated and the provisions of Section D.7 of the Granite Ridge Development District: Tax Increment Development Program & Financing Plan, adopted by the City on June 17, 2014 (the "TIF Plan"), the Parties agree that, except as otherwise provided for herein, the annual Maintenance Costs for the Public Infrastructure Improvements shall be paid by the TIF District Administrator from the so-called tax increment, to the extent of the availability of such tax increment funds after the payment of amounts due on the TIF Bond(s).

10. General Provisions.

101 This Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.

10.2 If any term or provision of this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement shall continue to be fully valid and enforceable.

10.3 Notices, demands, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent, attorney of the party, and shall be deemed to have been effective as to the date of actual delivery, if delivered personally, or as of the third day from and including the date on which it is mailed by registered or certified mail, return receipt requested, with postage prepaid as follows:

To Waterstone:

322 Reservoir Street
Needham, MA 02494

With a copy to:

322 Reservoir Street
Needham, MA 02494

To City:

City Manager
City of Rochester
31 Wakefield Street
Rochester, NH 03867

With a copy to:

City of Rochester
Attn: Finance Director
31 Wakefield Street
Rochester, NH 03867

10.4 Time is of the essence with regard to this Agreement.

10.5 This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns. This Agreement may be assigned by Waterstone to an entity that is a subsidiary or affiliate of Waterstone. Except as permitted above, neither this Agreement nor any of the rights, interests or obligations of this Agreement may be assigned or delegated by any party without the prior written consent of the other parties.

10.6 Waterstone shall not pledge or assign this Agreement or any documents relating thereto as security for any financing without the prior written consent of the City except that Waterstone may finance and secure the construction of the building(s) or other improvements on the Project Premises and may pledge or assign this Agreement and any documents relating thereto in connection with such financing, but may not otherwise pledge or assign this Agreement or any documents relating thereto as security for any financing without the prior written of the City, which consent may not be unreasonably withheld or delayed; provided, however, in the event of said financing pledge and/or assignment, the obligations of Waterstone shall not be relieved or diminished.

10.7 The Parties anticipate that the obligations set forth herein will be further described in other agreements and/or deeds or leases as agreed to by the Parties. The Parties agree to cooperate in good faith with regard to each and every aspect required for the completion of construction, operation and financing contemplated by this Agreement. The Parties recognize, however, that the land use regulatory authorities of the City and the State must perform their responsibilities in accordance with the law governing that performance and consequently are not obligated in any way by this Agreement. The Parties agree to further negotiate in good faith and to enter into such other and further agreements as may be necessary to implement any aspect of design, engineering, or construction contemplated under this Agreement.

10.8 Waterstone submits to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this Agreement or any related agreement. All legal actions taken by the Parties shall be commenced in Strafford County New Hampshire Superior Court.

10.9 Unless expressly stated otherwise in this Agreement, whenever a party's consent or approval is required under this Agreement, or whenever a party shall have the right to give an instruction or request another party to act or to refrain from acting under this Agreement, or whenever a party must act or perform before another party may act or perform under this Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.

10.10 The execution of this Agreement does not preempt or supersede the review process or powers of any City or other governmental Board, Committee, Commission, or Department, or excuse

Waterstone from the requirement to apply for and receive all necessary permits and approvals from all applicable City or other governmental Boards, Committees, Commissions, or Departments.

10.11 In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not effected thereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands this ____ day of _____, 2015.

CITY OF ROCHESTER

Witness

By: _____
Daniel W. Fitzpatrick, City Manager
Duly authorized

FARMINGTON ASSOCIATES PROPERTIES, LLC

Witness

By: _____
Joshua Levy, Manager
Duly authorized

WATERSTONE RETAIL DEVELOPMENT, INC.

Witness

By: _____
Joshua Levy, Treasurer and Director
Duly authorized

GUARANTY

NOW COME, **FARMINGTON ASSOCIATES PROPERTIES, LLC**, a Delaware LLC, with a place of business c/o Waterstone Retail Development, Inc., with a mailing address of 322 Reservoir Street, Needham, Massachusetts 02094 (hereinafter individually “Waterstone Rochester”), and **WATERSTONE RETAIL DEVELOPMENT, INC.**, a Massachusetts corporation with a place of business, and mailing address, at 322 Reservoir Street, Needham, Massachusetts 02094 (hereinafter individually referred to as “Waterstone Retail”) (Waterstone Rochester and Waterston Retail being hereinafter collectively referred to as “Waterstone”) and the **City of Rochester, New Hampshire**, a municipal corporation with a principal place of business at 31 Wakefield Street, Rochester, New Hampshire (hereinafter referred to as the “City”) (the entities referred to in this paragraph are sometimes hereinafter collectively referred to as the “Parties”), and state as follows.

A. That the City and Waterstone entered into a Development Agreement (“Agreement”) dated _____

B. In accordance with the provisions of Section 2.14 of the Agreement, Waterstone agreed to enter into a guaranty agreement (the “Guaranty Agreement”) and to amend the so-called Phase I Escrow Agreement (the “Escrow Agreement”) in favor of the City whereby Waterstone agreed to: (1) guaranty any payments due on the TIF Bond(s), as well as certain maintenance costs with respect to the Public Infrastructure Improvements (the “Maintenance Costs”), to the City, in the event that payments set forth in Section 2.13 of the Agreement are insufficient to satisfy the payments due on the TIF Bond(s) and/or the Maintenance Costs to the City; and (2) an Escrow Agreement which shall provide additional security for the guaranty of Waterstone to the City as provided for in the Agreement as well as herein.

NOW THEREFORE, for good and valuable consideration and in exchange for the mutual promises contained by the Parties in the Agreement and in satisfaction of Section 2.14 of the Agreement:

1. Waterstone does hereby guaranty any payments due on the TIF Bond(s) and Maintenance Costs (as defined above and governed by Section 2.14(c) and (d) of the Development Agreement), with regard to the On-Site Infrastructure Improvements of the Project Premises included in the TIF District annual budget during the period from the issuance of the TIF Bonds, as defined in Section 2.13 of the Agreement until the TIF Bond(s) are retired as a result of being paid in full, in the event that payments set forth in Section 2.14 of the Agreement are insufficient to satisfy the payments due on the TIF Bond(s) and Maintenance Costs to the City. The guaranty hereby established includes, without limitation, all interest or other amounts which may be due to the City on the TIF Bond(s) and Maintenance Costs as provided for in the Agreement, and further the obligation to pay, upon demand, all costs and expenses, including counsel fees, which may be incurred in connection with the liabilities due to the City on the TIF Bond(s) and/or Maintenance Costs, or of Waterstone's obligations under this Agreement. 2.

Waterstone will pay any insufficiency to satisfy the payments due to the City upon thirty (30) days written notice to Waterstone at the address specified in the Agreement, and elsewhere herein, as the funds placed into Escrow pursuant to the Escrow Agreement have been exhausted/diminished as provided for and/or contemplated in Section 2.13 and Section 2.14 of the Agreement.

3. The obligation of Waterstone in this Guaranty shall be direct and not conditioned or contingent upon the pursuit of any remedy against any other party or entity. This is a guaranty of payment, when due, and not merely of collectability. It is the intention of the parties to this Guaranty that this Guaranty may be resorted to in full, and that all liabilities will become immediately due and owing, notwithstanding that the City is unable to pursue or exhaust its remedies against any other party or entity, whether as a consequence of any intervening bankruptcy or for any other reason whatsoever.

4. All diligence in collection, and all presentment for payment, demand, protest, notice of protest, and notice of non-payment, dishonor or default, and of the acceptance of this Guaranty are expressly waived.

5. No delay in the enforcement of payment or omission in exercising any right or power held by the City, or any other circumstances, shall affect the liability of Waterstone to this Guaranty.

6. Waterstone expressly waives all suretyship defenses.
7. It is represented and agreed that there are no conditions or limitations upon the undertaking in this Guaranty except those written or printed herein at the time of the signing hereof; and that after the execution, no alteration, change or modification shall be made except by writing, signed or initialed by all parties hereto.
8. This instrument shall be governed, construed and interpreted in accordance with the laws of the State of New Hampshire. The undersigned submit to the jurisdiction of the Courts of the State of New Hampshire for all matters in connection herewith.
9. This Guaranty is entered into with the full authority of the undersigned and for the purpose of satisfying the guaranty obligations set forth and/or contemplated in Section 2.14 and Section 2.13 of the Agreement.
10. This Guaranty is secured by an Escrow Agreement as referred to in Section 2.14 of the Agreement.
11. The Parties agree that, unless otherwise specifically defined in this Guaranty agreement, defined terms as used or referred to herein shall have the same meanings as such defined terms have accorded to them in the Agreement.
12. This Guaranty is binding upon Waterstone and upon its successors and assigns and shall inure to the benefit of the City, its successors and assigns. Waterstone may, however, transfer or assign this Guaranty Agreement and any documents relating thereto to any unrelated third party to whom Waterstone sells or otherwise transfers ownership of the Project Premises (other than the transfer to the City of the portion of the Project Premises to the City contemplated in Section 2.15 of the the Development Agreement), but only with the prior written consent of the City, which shall not be unreasonably withheld or. In the event of such transfer, provided that Waterstone has transferred its obligations under the Guaranty and the Escrow Agreement, Waterstone may be relieved of any remaining obligations under this Guaranty Agreement or the Escrow Agreement to the extent provided for in the aforesaid transfer/assignment document required to be approved by the City pursuant to this sentence.

IN WITNESS WHEREOF, this _____ day of _____, 2015.

WATERSTONE RETAIL DEVELOPMENT, INC.

Witness

By: _____

(Print Name) (title)
Duly Authorized

FARMINGTON ASSOCIATES PROPERTIES, LLC

Witness

By: _____

(Print Name) (title)
Duly Authorized

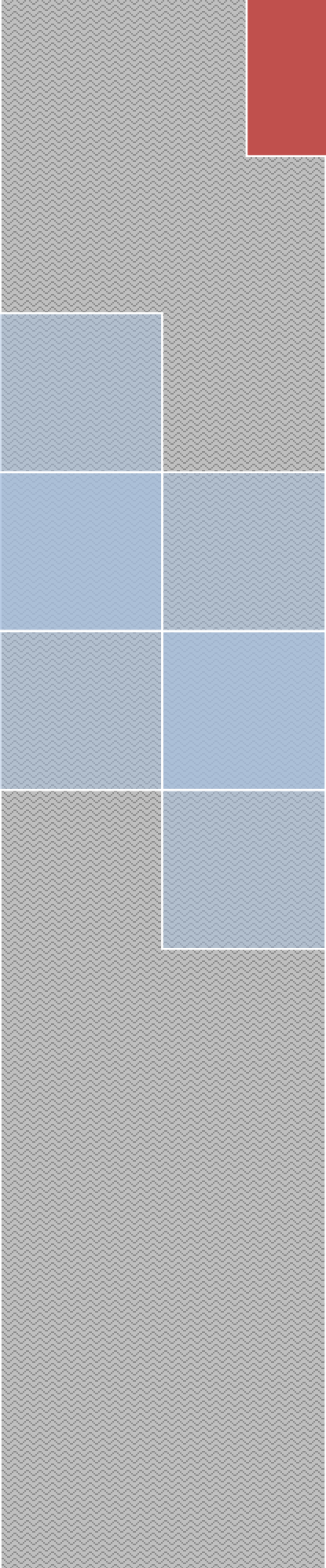
Accepted:

CITY OF ROCHESTER, NEW HAMPSHIRE

Witness

By: _____
Daniel W. Fitzpatrick, City Manager,
Duly Authorized

FINAL DRAFT



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